

FINANCE COMMITTEE

JUNE 16, 2010

7:00 p.m.

Aldermanic Chamber

ROLL CALL

COMMUNICATIONS

1. From: Robert Gabriel, Purchasing Manager
Re: Camera Change Order #1 for Nashua Fire Rescue (Value: \$13,000)
Account: 532-64192-6701 Miscellaneous Equipment - NFR
Account Balance Remaining After Purchase: \$5,030

2. From: Robert Gabriel, Purchasing Manager
Re: Outside Legal Counsel for Abatement Appeal Requested by
Assessing Department (Value: \$15,000)
Account: 595-22025-9900 Overlay
Account Balance Remaining After Purchase: \$1,042,900 (Total)

3. From: Robert Gabriel, Purchasing Manager
Re: Contract Award for Virtualization Project Requested by Nashua
Police Department (Value: \$82,960.13)
Account: 531-64040-6609 Computer Software – NPD \$12,441.90
Account Balance Remaining After Purchase: \$0

Account: 531-64045-6609 Computer Hardware – NPD \$70,518.23
Account Balance Remaining After Purchase: \$0

4. From: Robert Gabriel, Purchasing Manager
Re: Contract Award for Communications Cabling (Value: \$121,412)
Account: 722-31070-3735 Voice & Data – City-Wide ERP System
Account Balance Remaining After Purchase: \$6,092,480

5. From: Robert Gabriel, Purchasing Manager
Re: Contract Award for Server & Storage Network (Value: \$127,550)
Account: 722-64045-3735 Computer Equipment – City-Wide ERP System
Account Balance Remaining After Purchase: \$5,964,930

6. From: Robert Gabriel, Purchasing Manager
Re: Contract Award for Portable Toilets Requested by
Park Recreation Department (Value: \$11,589.67)
Account: 552-66000-6911 Toilet Rentals – Park Recreation \$10,939
Account Balance Remaining After Purchase: \$1,561

Account: 557-59100-6965 Toilet Rentals - Transit \$659.64
Account Balance Remaining After Purchase: \$3,815

7. From: Robert Gabriel, Purchasing Manager
Re: FY10 Street Paving Program Change Order #1 (Value: \$230,926)
Account: 653-23 Capital Improvement – FY10 Street Paving Program \$184,608
Account Balance Remaining After Purchase: \$77,276

Account: 792-59231-3744 Capital Improvement – Sewer Structures \$24,114
Account Balance Remaining After Purchase: \$8,811

Account: 792-59231-3795 Capital Improvement – Sewer Rehab \$22,204
Account Balance Remaining After Purchase: \$146,284
8. From: Robert Gabriel, Purchasing Manager
Re: Sidewalk Program Phase I Change Order #2 (Value: \$42,585)
Account: 653-20 Capital Improvement – FY08 Sidewalk Program
Account Balance Remaining After Purchase: \$1,428
9. From: Robert Gabriel, Purchasing Manager
Re: Contract Award for 9 Riverside Mechanical Engineering Services (Value: \$21,960)
Account: 651-38 Capital Improvements – Building Upgrades
Account Balance Remaining After Purchase: \$3,040

UNFINISHED BUSINESS - None

NEW BUSINESS – None

DISCUSSION

WARRANT

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 8, 2010
Memo #10-126

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CAMERA CHANGE ORDER #1 FOR NASHUA FIRE RESCUE (VALUE: \$13,000)
ACCOUNT: **532-64192-6701** MISCELLANEOUS EQUIPMENT - NFR
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$5,030

This change order is for one additional Thermal Imaging Camera. Nashua Fire Rescue (NFR) presently has ten (10) Bullard Thermal Imager Cameras (TIC's) in their program to equip fire apparatus with TIC as part of the basic equipment.

The original contract with Fire Tech & Safety of New England was approved by this committee on October 21, 2009 titled Purchase of Thermal Imaging Cameras. Finance memo #10-042 dated October 13, 2009 was the communication for that request. The original contract amount was \$26,000.

Change Order **No. 1** in the amount of **\$13,000.00** is for the following:

Additional Imager	\$13,000.00
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The supplier has agreed to hold the original price. Attached please find Fire Tech & Safety quote MLW10050901 dated October 5, 2009 along with a cut sheet showcasing the Bullard T4 Imager. Note there was a further discount given as well as the inclusion of on-site training.

Pursuant to NRO § 5-84 (A) (3), the new unit will be purchased through co-operative OSD Massachusetts State Fire Bid Contract FIR-02.

The Fire Chief, Board of Fire Commissioners (June 7, 2010 meeting), and this Office respectfully request your agreement to authorize change order #1 to the contract with **Fire Tech & Safety of New England, Chelmsford, MA** for a **net change** in the amount of **\$13,000**. Approval will result in a new contract value of \$39,000.

The source of funding will be through account **532-64192-6701 Miscellaneous Equipment - NFR**.

Respectfully,

Robert Gabriel.
Purchasing Manager

Cc: M. Gilbar Deputy Chief D. Cronin Assistant Chief K. Anderson

**FIRE TECH & SAFETY
OF NEW ENGLAND INC.**

27 Industrial Ave.
Chelmsford, Mass 01824

978-244-0555
1-800-331-7900 FAX (978) 250-0822

QUOTATION

MLW10050901

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

TO

Nashua Fire Department
Nashua, NH 03062

QUOTATION DATE	SALESPERSON
10/5/2009	Matthew

Attn: Deputy Cronin

Attn: Deputy Cronin

ESTIMATED SHIPPING DATE		SHIPPED VIA	F.O.B.	TERMS	
4-6 WK ARO		Best Way	NFD	Mass State Contract Fir-02	
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
2	Bullard T4™ Thermal Imager Super Red Hot™ Colorization, Electronic Thermal Throttle™, Two 10 volt NiMH rechargeable batteries Battery charger with AC and DC adaptors Combination wrist strap and gear strap 2x and 4x digital zoom Vehicle Charging System & Two Year Warranty			\$13,495.00	\$26,990.00
1	Training for Department (2-3) Hour class room for (4) days			\$2,000.00	\$2,000.00
				Sub Total	\$28,990.00
				Discount	(2,990.00)
				TOTAL:	\$26,000.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE
OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED BY: Matthew Wicks


ACCEPTED _____

DATE: _____

PLEASE SIGN AND RETURN A COPY WHEN ORDERING.

THANK YOU!

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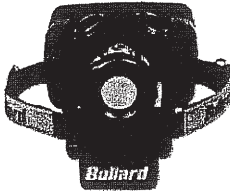
T4 Thermal Imager

[Request a Quote](#)

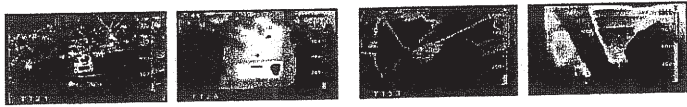
T4 pioneers jaw-dropping new features starting with an ultra-high resolution infrared engine and the industry's only brilliant 4.3" widescreen liquid crystal display. Digital zoom brings the world in front of you to close view, while the Super Red Hot™ feature, along with the revolutionary Electronic Thermal Throttle™ complete the picture of the most advanced firefighting thermal imager available anywhere.

Highlights

- Ultra-high resolution engine for maximum performance and clarity
- Bright 4.3-inch widescreen display provides clear, vivid imagery
- Exclusive thermal imaging color technology
- 2X and 4X digital zoom
- Electronic Thermal Throttle reveals hidden fire and distinguishes hotter objects
- Super Red Hot pinpoints fire source and progression
- Advanced Relative Heat Indicator measures temperature
- Small, lightweight design
- Bullard Tough: Durable under the most extreme situations



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http://www.bullard.com/V3/products/thermal_imaging/fire_service/T4/
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City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 9, 2010
Memo #10-128

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: OUTSIDE LEGAL COUNSEL FOR ABATEMENT APPEAL REQUESTED BY
ASSESSING DEPARTMENT (VALUE: \$15,000)
ACCOUNT: **595-22025-9900** OVERLAY
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$1,042,900 (TOTAL)

For tax year 2009 the City levied a tax on the real estate utilized by Foundation Medical Partners, the large multi-specialty physician and provider group affiliated with Southern New Hampshire Medical Center (SNHMC) for all property occupied by Foundation Medical Partners. Foundation Medical Partners appealed the decision to levy the tax to the Board of Assessors and the appeal was denied locally. The Assessing Department and the city Legal Department have, at the request of Foundation Medical Partners, been in discussion concerning the validity of the tax and the denial of their exempt status. The deadline for appealing the denial of the exemption at the state level is September 1, 2010.

Due to the magnitude of the levy, approximately \$300,000 per year, and the complexity of the issue of the exempt status, both the Assessing Department and Legal Department believe it would be prudent to hire outside counsel with experience in these matters.

Under recommendation, the law firm of Gardner, Fulton & Waugh have the experience needed to handle matters surrounding this extraordinary abatement appeal. Specifically, Attorney Adele Fulton has an extensive amount of experience in this and related subject matter, having assisted the City of Lebanon, New Hampshire in a similar case.

A letter of introduction from the law offices of Gardner, Fulton & Waugh is attached for your review.

The Assessing Department and this Office respectfully request your agreement to contract in an amount not-to-exceed (NTE) **\$15,000** with **Gardner, Fulton & Waugh, Lebanon, NH**.

The source of funding is through account **595-22025-9900 Overlay**.

Respectfully,

Robert Gabriel
Purchasing Manager

Cc: M. Gilbar A. Marino

LAW OFFICE OF
GARDNER FULTON & WAUGH P.L.L.C.
A PROFESSIONAL LIMITED LIABILITY COMPANY

ADELE M. FULTON*
H. BERNARD WAUGH, JR.

SHAWN M. TANGUAY
J. JUSTIN SLUKA*

*ALSO ADMITTED IN VT

78 BANK STREET
LEBANON, NEW HAMPSHIRE 03766-1727

TELEPHONE (603) 448-2221

FAX (603) 448-5949

G&F.LAW@GARDNER-FULTON.COM

LAURENCE F. GARDNER
(RETIRED)

To Our Prospective Municipal Client:

Our firm concentrates its practice in municipal law, including such areas as zoning and planning, tax appeals, subdivision work, town meeting law and highways. We represent many municipalities (or municipal entities) as general counsel, handling a wide variety of municipal issues, as well as serve as special counsel to additional municipalities on specific matters of concern. We have attached a current listing of clients, and you may contact any of them to ask about our services.

Our goal in serving our municipal clients is to work side-by-side with communities to provide a public service and make the job of being municipal officials or municipal employees easier. The legislature is adopting new municipal laws each year and the regulatory environment is getting more complex. Courts or administrative boards handling litigation or administrative appeals are getting more demanding and municipalities need attorneys with clear municipal law experience and expertise. Among other things, we:

- Try to keep our clients out of court, if possible, by offering timely and helpful advice once we are consulted. In the event of lawsuit, we provide highly effective legal representation in court or at administrative agencies.
- Make the law “user-friendly” – describe practical steps to follow the law, use every-day language, and produce forms or other tools to assist municipal officials to get their jobs done.
- Provide written legal opinions (often by e-mail) that respect the busy lives of municipal officials – questions usually get short answers first with longer discussion of the legal basis for the opinion following so that clients can better understand the law.
- Respond promptly to inquiries by e-mail, fax, phone or letter – if urgent attention is needed on a moment’s notice, we do our best to accommodate that need, even if it means dropping what we are doing at the moment and getting information to a community to provide assistance for a meeting.
- Keep our clients well-informed – copies of all correspondence are shared promptly with municipal officials.
- Developments in Law Seminar: We offer an annual program to update municipal officials on recent laws that have changed (similar to the Municipal Law Lecture Series).

- The program is free of any charge except for mileage. It is also an opportunity for municipal officials to discuss any outstanding issues of concern or questions in an informal setting.

Attorneys

We have four attorneys with many years of experience to provide flexibility and a depth of background and experience to handle a wide variety of municipal issues:

Adele M. Fulton, a partner, had 10 years of business experience and service on local boards and commissions before getting a law degree with honors and joining Laurence Gardner in 1993 to practice municipal law. She became managing partner of the firm in 1995. In addition to a wide variety of general municipal legal work and litigation on behalf of towns and cities including land use, she has worked extensively on property tax and exemption issues, defending assessments involving commercial properties or decisions to tax properties. Adele has given seminars on tax issues to municipal officials and attorneys, lectured at Vermont Law School, and testified before legislative committees in Concord regarding pending legislation on behalf of municipal clients. She has also been a member of a local planning board for more than 8 years. She is licensed in both New Hampshire and Vermont. Her current hourly rate is \$160.

H. Bernard Waugh, Jr. ("Bernie"), a partner, was admitted to practice law in New Hampshire in 1979 and spent several years in private practice (including as an associate for Laurence Gardner) before going to work for the New Hampshire Municipal Association (now known as the Local Government Center). At the LGC, he spent 15 years (1985 – 2000) answering inquiries from municipal officials all over New Hampshire, testifying before committees on pending legislation, giving lectures and writing extensively on municipal issues while serving as chief legal counsel. He returned to private practice when he rejoined this firm in 2000, bringing his considerable municipal experience to work directly for municipal clients. He has served on the zoning board of his town for many years. His current hourly rate is \$160.

Shawn M. Tanguay, an associate, grew up in northern New Hampshire, attended St. Anselm's College, and after graduating from Suffolk University Law School, was admitted to practice law in New Hampshire in 1999. He practiced law in northern New Hampshire before going to work for the State of New Hampshire, Division of Youth and Families for a couple of years. In 2003, he returned to the general practice of law in Laconia, working with Fitzgerald Sessler & Nichols. He handled general litigation and also began to represent municipalities and address a variety of municipal issues, assisting towns at town meetings and appearing before administrative agencies and courts at all levels. He was also appointed as insurance defense counsel for municipalities in the area of telecommunications. Because he enjoyed his work for municipalities, he decided to join our firm in 2007 so he could concentrate exclusively on that practice. His current hourly rate is \$140.

J. Justin Sluka, an associate, graduated from Vermont Law School with an emphasis on land use and zoning law. In 2004, he worked at the Municipal Assistance Center of the Vermont League of Cities & Towns as an advisor in municipal, school, and zoning law. He was admitted to the Vermont Bar in 2005 and the New Hampshire Bar in 2006. He practiced law from 2005 to 2008 in the areas of personal injury, worker's compensation, corporate and employment law in both New Hampshire and Vermont. He has been a member of the school board for his local elementary school and is currently Vice-Chair of that board. He joined us in 2008 so he could spend time in his primary area of interest, which is municipal and land use law. His current hourly rate is \$125.

Billing Information

Paralegal Services: Gardner Fulton & Waugh has paralegals available that provide services as needed. They are trained to assist in legal research and litigation, as well as drafting routine correspondence and motions under the oversight of attorneys in order to keep expenses as low as possible for our clients. The hourly rate, depending on the complexity and subject matter, ranges from \$65 to \$75.

Reimbursable Expenses: The client is requested to reimburse all out-of-pocket expenses including mileage. All telephone, postage, photocopying and fax expenses are covered by a flat 4.25% add-on to our bill for services.

Travel Time: We customarily do not charge municipal clients for our travel time to have occasional attorney-client conferences to discuss general municipal issues. Distance from our office should not be a concern, particularly since we are also available through e-mail, phone, and fax. We have participated in local meetings by speaker phone, as well. We do charge for gas mileage when visiting our clients, which is considered an out-of-pocket expense. Under unusual circumstances, such as lengthy distances and/or when there are frequent visits, we may need to charge for travel time, either one way or round trip, to the municipality. Travel time for any court, administrative agency proceedings, land use hearings in a municipality, as well as meetings with the client related to any potential or actual judicial proceedings are customarily included in the invoice.

Billing: A statement for services and disbursements is sent monthly. Unless a retainer has been paid, payment is to be made within 30 days. If a monthly statement has not been paid within 60 days from the date of the statement, our policy is to suspend services until payment arrangements are made. Rates and charges listed are subject to change without further notice.

Office Hours/Communication: The office is open and phones are answered personally Monday through Friday from 8:30 a.m. to 5:00 p.m., except for holidays. Voicemail is available to reach each person in the office. Each attorney is also available directly by e-mail, which is used extensively for the convenience of our clients to allow communication at all hours. When the office is closed, there is voicemail and a fax machine available 24 hours per day, seven days per week.

MUNICIPALITIES AND OTHER PUBLIC ENTITIES WE REPRESENT

General Counsel

City of Lebanon	Town of Orford
Town of Acworth	Town of Randolph
Town of Alstead	Town of Rumney
Town of Bristol	Town of Sugar Hill
Town of Canaan	Town of Wentworth
Town of Charlestown	Town of Whitefield
Town of Clarksville	Village District of Eastman
Town of Colebrook	Fitzwilliam Village Water District
Town of Dummer	Mountain Lakes Village District
Town of Goshen	Pemi-Baker Solid Waste District
Town of Milan	Souhegan Regional Landfill District
Town of Newport	Lebanon Municipal Airport
Town of Northumberland	Mt. Washington Regional Airport
Town of Orange	

Special Counsel

City of Concord	Town of Fitzwilliam
City of Dover	Town of Hanover
City of Laconia	Town of Haverhill
Hopkinton Village Precinct	Town of Holderness
Town of Bath	Town of Madison
Town of Dublin	Town of Sanbornton
Town of Easton	Town of Eaton
Town of Milford	Town of Plymouth
Town of Cornish	Town of Wolfeboro



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 8, 2010
Memo #10-124

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR VIRTUALIZATION PROJECT REQUESTED BY NASHUA
POLICE DEPARTMENT (VALUE: \$82,960.13)
ACCOUNT: **531-64040-6609** COMPUTER SOFTWARE – NPD \$12,441.90
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$0

ACCOUNT: **531-64045-6609** COMPUTER HARDWARE – NPD \$70,518.23
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$0

The City issued a Request for Proposal (RFP) and received proposals to replace some of the Police Departments out of warranty servers and equipment with new hardware. Included in the solicitation for hardware replacement the City was also seeking a vendor who had the knowledge and experience to help implement a VMware virtualization platform. This project will be funded through the Police Department's computer hardware and software operating accounts.

Background

Virtualization is defined as "the use of software to allow a piece of hardware to run multiple operating system images at the same time." What this would mean to the Police Department is that they could consolidate several servers into less equipment thus reducing fixed overhead costs as well as reduce future purchasing needs as it pertains to servers.

The idea of virtualization is not new. It has been implemented successfully in all segments of industry for years. The Police Department's desire to catch-up with leading-edge proven technology and keep in focus with the goals and objectives of City IT, partnered with the objectives of this project which are defined below, are the reason the Police Department desires implementing a virtualization platform of their own.

Virtualization Project Proposals

The City initiated RFP0915-040110 seeking a vendor experienced in successfully implementing a virtualization platform. The proposing vendor would be required to design, install, configure, test, and train the City on a new system for the Police Department. The RFP was released on March 2, 2010 with the bid opening on April 1st. The RFP was issued by the City to solicit and select one or more vendors to provide software, implementation, and operation services to develop a system that meets the objectives of:

- Replace expired and budgeted equipment with leading-edge proven technology.
 - (implemented in all industry segments including City of Nashua)
- Increase storage capacity for the Police Department's records management software.
- Create a complete "fault tolerant" system. (No single point of hardware failure).
- Create an overall lower environmental cost. (Less hardware means less power consumption).
- Simplified maintenance of software and equipment with less downtime for maintenance.
- Allow for future cost savings (after startup cost, future servers could be migrated to virtual with no need for hardware purchases)

Request for Proposals (RFP) were solicited via email from three (3) potential vendors with the solicitation and specifications posted on the City's web site under reference document RFP0915-040110. Three (3) vendors participated in the March 11th *optional* pre-bid meeting. Questions were discussed and a tour of the NPD facility was conducted. Four (4) responses were received and opened on April 1, 2010.

The four proposals received were from:

- **"Certified Network Consultants"** of Amherst NH proposed price: \$ 38,001.05*
* for service and support only
- **"CBE Technologies"** of Portland Maine proposed price: \$124,433.59
- **"Symquest Technologies"** of Roxbury NH proposed price: \$156,867.00
- **"Virtuon Inc."** of Scottsdale Arizona proposed price: \$134,377.00

One of the proposals (Certified Network Consultants) was for software and services only. No hardware pricing was included in that particular bid. After reviewing all of the proposals for accuracy and completeness, a committee, made up of IT staff at the Police Department, began the process of comparing each vendors' response as it pertained to the pricing submitted. This was done to ensure an accurate comparison was being conducted between each of the four vendor proposals. Contact was made with the City's Dell sales representative and pricing was obtained on all hardware needed to complete this project. By doing this, the committee was able to accurately determine the lowest bidder for the complete project keeping in mind that one vendor did not bid on the hardware portion. It also afforded the group the opportunity to compare the City's Dell preferred pricing with that of the proposing vendors. When adding the hardware pricing received from Dell it was found that "Certified Network Consultants" was not the lowest proposal submitted, should the City purchase the hardware separately for the services, support, and training requested.

The next lowest bidder was "CBE Technologies". CBE's proposal was found to be complete, accurate, and reflected the solution that the committee was looking for. CBE also brought with them the added benefit of having done contract work with City IT in the past. With all of this in mind, CBE was chosen by the committee as the vendor of choice. At this point, CBE was contacted to begin dialog between the NPD committee and CBE representatives to negotiate the price as well as pinpoint areas where adjustments to the scope of the project could be made to cut cost and get the project within budgetary boundaries.

After several weeks of discussions, adjustments, and negotiating, the committee was successful in obtaining a reduced quote and refined scope from "CBE Technologies" totaling \$82,960.13. They were able to successfully keep all essential hardware, software, and services included in the final negotiated price. At the conclusion of this project the Nashua Police Department will have a working virtual environment backbone in place.

Attached for your review is a price comparison and proposed contract that was previously reviewed and approved by both our Risk Management and Legal Departments. Included in the contract are exhibits 1 & 2 defining scope and price.

The Nashua Police Department, (NPD) IT Manager, and this Office recommend awarding the contract in the amount of **\$82,960.13** to **CBE Technologies, South Portland, ME**.

Funding will be through accounts **531-64040-6609 Computer Software – NPD** and **531-64045-6609 Computer Hardware – NPD**. See heading above.

Respectfully,



Robert Gabriel
Purchasing Manager

Cc: M. Gilbar P. Cinfo K. Smith J. Barker

REQUEST FOR PROPOSAL
RFP0915-040110
VIRTUALIZATION PROJECT



for the
NASHUA, NEW HAMPSHIRE
POLICE DEPARTMENT

ITEM	Certified Network Consultants Amherst NH	CBE Technologies Portland ME	Symquest Technologies Roxbury NH	Virtuon Inc. Scottsdale AZ	Dell Inc. (Pricing obtained through City of Nashua Sales Rep)
Host Servers					
• (3) PowerEdge R710, Dual Processor/Quad Core XEON w/ 5 year support	None Quoted	\$19,473.09	\$22,734.00	\$11,181.00	\$27,668.94
Shared Storage					
• (1) Dell EqualLogic SAN w/ 5 years support	None Quoted	\$47,789.47	\$70,000.00	\$57,800.00	\$72,317.99
Network Switches					
• (2) Dell PowerConnect 5424 switches	None Quoted	\$1,521.68	\$3,554.00	\$1,280.00	\$1,645.76
VMware Licensing					
• (1) vSphere 4 or current version with 3 year support				\$13,331.00	
• (1) vCenter Server software with 3 year support				\$2,055.00	
• (1) Package Pricing	\$14,887.00	\$30,438.82	\$13,242.00		
MS Licensing					
• Licensing to cover at least 10 servers (current Window server software)	\$5,499.80	\$5,198.63	\$6,300.00	\$6,312.00	
• Licensing to cover at least 5 workstations (current Windows Desktop software)	\$699.95	\$104.79	\$1,715.00	\$2,200.00	
• Licensing necessary for at least 15 Virtual Desktops	\$3,954.30	\$907.11	\$4,290.00	\$2,200.00	
Installation					
	\$12,960.00	\$24,000.00	\$33,340.00	\$5,320.00	
Training					
	included	included	\$7,080.00	\$2,592.00	
Additional items: (add lines as necessary)					
Vizioncore Vramer License				\$1,140.00	
Support	included	included	\$2,250.00	\$28,756.00	
Cables/labels/etc.				\$210.00	
DISCOUNTS:					
		(\$5,000.00)	(\$7,638.00)		
GRAND TOTAL:	\$38,001.05	\$124,433.59	\$156,867.00	\$134,377.00	\$101,632.69

** With Dell Pricing Grand

Total = \$139,633.74



Agreement Between City of Nashua and Contractor for Technology Services

This agreement (the "Agreement") is made:

BETWEEN the owner: **City of Nashua NH, 229 Main Street, Nashua, NH 03060** (the "Owner" or "City" or "Police Department")

And the contractor: **CBE Technologies, 50 Foden Road, South Portland, ME 04106** (the "Contractor")

For the following Project: **Virtualization Project at the Nashua Police Department**

The Owner and Contractor agree as follows:

ARTICLE 1 – DEFINITIONS

'Proposal' shall also mean quotation, bid, offer, qualification/experience statement, and all specifications, services & planning materials submitted from Contractor.

'Contractor(s)' shall also mean proposers, offerors, bidders, submitters, vendors, or any person or firm responding to a Request for Proposal.

'Deliverables' shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, designware, software objects, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are originated and prepared for the City and delivered by the Contractor or its agents or subcontractors during the course of the Contractor's performance under the Agreement.

'Effective Date' shall mean the date following formal award approval by the City's Finance Committee and Contractor receipt of City of Nashua Purchase Order.

Any catalog, brand name or manufacturer's reference used in this Agreement is intended to be descriptive and not restrictive, unless the context indicates otherwise.

'Contract Documents' shall mean the documents identified in Article 2.

ARTICLE 2 – THE CONTRACT DOCUMENTS

The Contractor shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the Owner and Contractor;
2. Requirements & Specifications provided by Owner in Request for Proposal RFP0915-040110 & attached addendums;
3. Specifications, Services & Planning materials proposed in bid & presentation documents from Contractor;
4. Addenda prepared after initial invitation and as may be referenced herein;
5. Contractor insurance certificates;
6. Written change orders for changes in the work issued after execution of this Agreement; and
7. Fully executed City of Nashua Purchase Order.

Contractor agrees that the terms and conditions contained in the Agreement shall form the basis of the agreement with the Contractor. In the event of any conflict between the Agreement and any of the other Contract Documents, the Agreement shall take precedence and supersede any and all such conflicting terms and conditions contained in the proposal. In all other matters, not affected by the Contract Documents referenced or other written clarification, if any, the City's Request for Proposal shall govern.

ARTICLE 3 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The Contractor shall commence work upon issuance of a notice to proceed by the City. If the Contractor commences work prior to the Effective Date and the City's issuance of the notice to proceed, such work will be performed at the sole risk of the Contractor. In the event that the Agreement does not become effective, or the Contractor commences work prior to the issuance of the Notice to Proceed, the City shall be under no obligation to pay the Contractor for any costs it has thus incurred.

The Contractor shall be fully prepared to deliver to the City all warranties, services, and support as described and in the time frame as outlined in the contracted list of *Deliverables Overview* as identified in Exhibit I attached hereto.

ARTICLE 4 – CONTRACT SECURITY / PERFORMANCE BOND

The City waives any requirement for Performance Bond or other methods of surety.

ARTICLE 5 – CONTRACT SUM

This is a contract between the City and the Contractor for an amount not to exceed \$82,960.13. The method of payment, and terms of payment shall be defined in the terms below and in the *Payment Price and Schedule* attached hereto as Exhibit II. The payment by the City of the Contract Price and any authorized Change Orders (as outlined in Article 12 – Changes in the Work), shall be the only and the complete reimbursement to the Contractor for all expenses of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the product and services.

Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized or actually made to the Contractor, exceed the Contract Price.

ARTICLE 6 – PAYMENT & RETAINAGE

The City is exempt from all sales and Federal excise taxes, and billing must exclude such taxes.

Delivery of a product or service does not constitute acceptance by the City. All software and services will be paid on a milestone/deliverable completion basis, meaning the City will pay only when the Contractor has satisfactorily completed mutually agreed upon payment milestones, as defined in this Agreement and in Exhibit II.

Unless otherwise stated, payment will be made within 60 days of the receipt of invoice after City acceptance of delivery and milestone/deliverable completion. Contractor will submit invoices to the City which are supported by written documentation, which may include, at the discretion of the City, written status reports and time sheets indicating effort expended by Contractor on each deliverable. Format of invoicing is subject to City approval.

The City may withhold any payment, in whole or in part, or charge back to or offset against amounts due to the Contractor to the extent it deems advisable to protect the City on account of (a) defective work or work not in conformity with the requirements of the Agreement which is not remedied; (b) failure of the Contractor to make payments when due to subcontractors or for equipment, services materials or labor; (c) claims filed or reasonable evidence of the probable filing of claims by subcontractors, labors or others performing or providing any portion of product or services related thereto for which the City may be liable including, without limitation, stop notice claims filed with the City; (d) a reasonable doubt that the Agreement can be completed for the then unpaid balance of the Contract Price; (e) other claims, penalties and/or forfeitures for which the City is required or authorized to retain funds otherwise due the Contractor; (f) any amounts due from the Contractor to the City under the terms of the Agreement; or (g) the Contractor's failure to perform any of its obligations under the Agreement or its default under the Agreement or its failure to maintain adequate progress.

ARTICLE 7 – INSURANCE & INDEMNIFICATION

The Contractor shall procure and shall maintain for the duration of the Agreement all required insurance, in the amounts and coverage detailed in this Article 7 and acceptable to the City at the Contractor's sole expense with reputable and financially responsible insurance carrier(s) licensed to do business in the State of New Hampshire, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to Contractor's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent. Such certificates shall name the City as an additional insured.

Such insurance shall require thirty (30) days written notice of cancellation or material change in coverage to the City. Contractor is responsible for filing updated certificate(s) of insurance with the City during the Agreement. If the Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach of the Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain such insurance and the City may collect these payments from Contractor or deduct or offset the amount paid from any sums due the Contractor under the Agreement.

The Contractor shall provide a certificate of insurance with evidence of the following coverage to the City ten (10) days prior to commencing work under the Agreement.

1. Comprehensive General Liability - \$1,000,000 per occurrence/ \$2,000,000 Aggregate.
2. Motor Vehicle Liability - \$1,000,000 combined single limit including all owned, non-owned and hired vehicles.
3. Workers' Compensation as required by Statute/Employer's Liability.
4. Professional Errors & Omissions - \$1,000,000.
5. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All insurance for subcontractors shall be subject to all of the requirements stated herein.

Contractor shall indemnify and hold harmless the City of Nashua, NH and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of the Contractor's performance under the Agreement.

The City's examination of or failure to request or demand any evidence of insurance hereunder shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Contractor's obligation under any provision hereof. Except to the extent of comparable insurance acceptable to the City or an express waiver of such insurance by the City, the Contractor shall, or shall cause any carrier engaged by the Contractor, to insure all shipments of goods for full replacement value.

The Contractor shall warrant that it has good title to, or the right to allow the City to use, all services, deliverables, and software provided under the Agreement, and that all such services, deliverables, and software do not violate or infringe any patent, trademark, copyright, trade name or any other intellectual property rights or misappropriate any trade secret of any third party. In the event any services, deliverables, and software provided under the Agreement shall violate or infringe the rights of any party, the Contractor shall indemnify and hold harmless the City from and against any and all loss, cost and expense, including, without limitation attorneys' fees and costs incurred by the City on account of any claims,

legal actions, or judgments. This warranty of non-infringement shall be an on-going and perpetual obligation, which shall survive termination of the Agreement.

ARTICLE 8 – SCOPE OF WORK

Initial Scope of Work shall be as defined in the City's RFP and any attachments or addendums to include working with appropriate business users, stakeholders, and peers as the City's designated project management agent. A detailed Scope of Work agreed to by the City and Contractor consistent with the City's RFP is incorporated in the Agreement as Exhibit I *Deliverables Overview*, and within thirty (30) days of the date of this Agreement the Contractor and the City shall agree to a work schedule for submission of Deliverables will incorporated into the Agreement.

The Contractor shall provide the City with all contracted Deliverables in accordance with the requirements, terms, implementation schedule, and Exhibit I. The Deliverables shall fully meet and perform in accordance with the specifications of the RFP or the specifications and assertions of the Contractor in its proposal and attachments, whichever is more beneficial to the City as determined by the City in its sole discretion.

Upon its submission of each project status report and invoice, which shall also constitute Deliverables, the Contractor represents that it has performed its obligations under the Contract associated with all other deliverables as may be scheduled for submission in that period.

ARTICLE 9 – GENERAL PROVISIONS

The Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to choice of law provisions of New Hampshire law, and is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. Any legal action arising from or related to the Agreement shall be brought in the State of New Hampshire, Hillsborough County Superior Court.

The terms, conditions and warranties contained in the Agreement that by their context are intended to survive the completion of the performance, cancellation or termination of the Agreement shall so survive. Moreover, the terms of the sections addressing records retention and access requirements, accounting requirements, confidential information, indemnification, and liability, shall survive the termination of the Contract.

The Contractor hereby agrees that it will assign and hereby assigns to the City all causes of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this Agreement if so requested by the City, and agrees to execute any documents required by the City to evidence such assignment.

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or subcontract), without prior written consent of the City; provided, however, that claims for payment due or which may become due to the Contractor from the City may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City. Any permitted assignee will be bound by the Agreement and all of its terms and conditions, and be jointly and severally liable for the performance of all remaining and executory obligations of the Contractor hereunder.

Neither party shall be responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

No failure by a party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of a party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns (to the extent this Agreement is assignable).

The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Agreement which from their sense and context are intended to survive the expiration or earlier termination of this Agreement (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Agreement and continue to be binding upon the applicable party.

The individual executing this Agreement on behalf of Contractor represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Contractor and that this Agreement is binding upon Contractor enforceable in accordance with its terms.

Contractor represents and warrants that it has no obligations to any third party which will in any way limit or restrict its ability to perform as contemplated by this Agreement. Contractor agrees that it will not disclose to the City, not make use in the performance of any work hereunder, any trade secrets or other proprietary information of any third party, unless Contractor may do so without Contractor or the City incurring any obligation to such third party for such work or any future application thereof.

ARTICLE 10 – OWNER

Any Work Product shall be the exclusive property of the City and deemed by the parties to be a "work for hire" for the City and shall belong exclusively to the City. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the City automatically upon creation thereof, then Contractor agrees to assign, and hereby assigns, to the City the ownership of such Work Product, including all related intellectual property rights. All Work Product shall be delivered to the City by the Contractor upon completion, termination or cancellation of this Agreement for any reason or otherwise on demand by the City. Contractor shall not use, willingly allow, or cause to have the Work Product used for any purpose other than the performance of the Contractor's obligations under this Agreement without the prior written

consent of the City. The ownership rights described herein shall include, but without limitation, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

For submitted products and materials that preexist the Agreement or that the Contractor or third parties have all rights, title, and interest, the Contractor grants to the City an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute solely for the benefit of the City. The parties agree to reproduce the copyright notice and any other legend of ownership on any copies made under license granted.

"Work Product" shall mean any research, reports, studies, data, programming, documentation, data compilations or other documents, drawings or materials and any other media, materials or other objects produced as a result of Contractor's work or delivered by Contractor in the course of performing such work.

ARTICLE 11 – CONTRACTOR

Any resulting contracts from an RFP will be non-exclusive contracts. The City may, in its sole discretion, retain other contractors to provide services or products identified under this Agreement or for other work related to the Agreement. The City shall retain its right to use all Deliverables with any party in accordance with its Agreement with the Contractor.

To the extent that the Contractor mentions levels of experience that will be provided when filling roles on the project, the Contractor commits to provide personnel having an equal or greater experience level to those mentioned in the Proposal.

If, during the term of the Agreement, the Contractor or subcontractor cannot provide the specific personnel as identified in the Contract Documents or if an assigned team member must be replaced and Contractor requests a substitution, such substitution must be approved by City and such substituted team member's qualifications and experience shall equal or exceed, in the opinion of the City, those of the team member being replaced. The Contractor or subcontractor will provide detailed resume qualifications and justification for approval by City to City's project management resource or designee.

All personnel of the Contractor and all personnel of any subcontractor under this Agreement shall be skilled and competent to complete tasks assigned by the Contractor subcontractor. The City shall have the right to request removal of any personnel engaged in providing or performing any portion of any contracted work or Deliverables deemed by the City to be not skilled or competent to complete assigned tasks.

If an assigned team member of the Contractor or subcontractor must be replaced during the term of the Agreement, Contractor will provide the approved replacement at no cost to the City for a 'knowledge transfer and learning curve period', of one week for every month the replaced team member had been assigned to the project, to a maximum benefit of four weeks. During this knowledge transfer and learning curve period, replacement team member's travel and expense costs to the City shall not exceed the previously billed maximum of the team member replaced.

If an assigned team member of the Contractor or subcontractor must be replaced during the term of the Agreement, Contractor will provide a City approved substitute to perform all scheduled and outstanding services until a permanent and City approved replacement is assigned by Contractor and replacement has completed an on-site training and 'knowledge transfer and learning curve period'. This 'knowledge transfer and learning curve period' shall be one week for every month the replaced team member had been assigned to the Project, to a maximum benefit of four weeks. During this 'knowledge transfer and learning curve period', replacement team member services shall be provided at no cost to the City, including any travel and expense costs as may be incurred.

ARTICLE 12 – CHANGES IN THE WORK

The City reserves the right to incorporate minor modifications which may be required but do not materially change the schedule or the scope of work. The Contractor will incorporate these changes at no additional cost, but may protest such actions and not be bound by any such request if it can demonstrate that the timing or extent of the request implies a material change from the original scope of work and is therefore subject to a formal change order.

The City may make changes or revisions within the scope of the Agreement at any time by written change order. Within five (5) business days of the Contractor's receipt of the change order, the Contractor shall advise the City, in detail, of any anticipated impact to cost (e.g., increase or decrease) or schedule.

The Contractor may request a change within the scope of the Agreement by written change order, detailing any impact on cost or schedule. The City will attempt to respond within five (5) business days. The City will be deemed to have rejected the change order if the parties are unable to reach an agreement in writing.

As applicable, the change order shall be subject to the City's contract amendment process as set forth in Nashua Purchase Regulations sec. 5-91.

ARTICLE 13 – TIME

Time being of the essence, the Contractor should be fully prepared to commence work and be prepared to fully implement all Deliverables upon the Contractor's proposed project work plan and Deliverables schedule. Failure to meet agreed upon schedule may result in breach of Agreement, and/or financial penalties as may be outlined elsewhere in this Agreement or the Contract Documents. The City acknowledges that the Contractor's ability to implement the project work plan and Deliverables can be impacted by the performance of third parties and will consider these factors in this regard.

ARTICLE 14 – RECORDS

The Contractor agrees to the conditions of all applicable State of New Hampshire laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this Agreement shall be

consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State of New Hampshire laws and regulations, in which case the State of New Hampshire laws and regulations shall control.

The Contractor agrees that: the Contractor and any of its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices, which properly and sufficiently reflect all costs invoiced in the performance of the Contract; the Contractor and its subcontractors shall retain all such records for three (3) years from Agreement termination or end of all litigation, including appeals, whichever is later. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by City, State of New Hampshire and federal officials so authorized by law, rule, regulation or Agreement, as applicable. During the term of this Agreement, access to these items will be provided within Hillsborough County of the State of New Hampshire, unless otherwise agreed by the City. Delivery of and access to such records will be at no cost to the City during the three (3) year period after the Agreement term or six (6) year term following litigation. The Contractor shall include the records retention and review requirements of this section in any of its subcontracts.

The City agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the City's review unless the cost or any other material issued under the Agreement is calculated or derived from these factors.

ARTICLE 15 – PROTECTION OF PERSONS AND PROPERTY

The Contractor shall maintain and enforce sound discipline equitably across all personnel performing work or services relating to this Agreement. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by applicable law in connection with performance of the Agreement. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 16 – TESTING & CORRECTION OF WORK

Within five (5) business days of submission of Deliverables by Contractor, the City shall provide written acceptance of such Deliverables, or provide written notification of an extended acceptance timeline to undertake specific outlined acceptance testing & review, or promptly notify Contractor that such Deliverables or work is not acceptable. If rejected as not acceptable, then the City shall provide specific details on where such Deliverables or work failed to meet requirements of the Agreement and will work with the Contractor to determine a defined set of tasks and timeline to remedy the deficiency and resubmit such Deliverables for acceptance. If Contractor is unable to correct the deficiencies during the remedial timeline, then the City may declare the Contractor in default, and pursue its remedies at law and in equity.

ARTICLE 17 – PROHIBITED INTERESTS

In accordance with City of Nashua Purchase Regulations in Sec. 5-75, by submitting a proposal and contracting with the City, the Contractor hereby certifies that no officer, employee, agent or representative of the City has a financial interest in the submitted Proposal, and that the Proposal is made in good faith without fraud, collusion, or connection with any kind with any other proposal submitted or in the process of being submitted; the Contractor is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm. Further the Contractor acknowledges that any agent and every officer and employee of the City are expressly prohibited from accepting, directly or indirectly, from any person to which any purchase order or contract is, or might be awarded, any rebate, gift, money or anything of value whatsoever, except where given to and for the benefit of the City as provided for elsewhere in the City statutes.

ARTICLE 18 – CONFIDENTIAL INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the City, including confidential information. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction of such City confidential information that becomes available to the Contractor in connection with its performance under the Agreement, regardless of its form. All right, title, and interest in and to the City's confidential information shall remain with the City. Subject to applicable federal or state laws and regulations, including without limitation NH RSA Chapter 91-A, City confidential information shall not include information which: (i) was disclosed to the Contractor on a non-confidential basis from a source other than the City, which the Contractor believes is not prohibited from disclosing such information as a result of an obligation in favor of the City; (ii) is developed by the Contractor independently of, or was known by the Contractor prior to, any disclosure of such information made by the City; or (iii) is disclosed with the written consent of the City. A receiving party also may disclose City confidential information to the extent required by an order of a court of competent jurisdiction after it has provided the City with reasonable advance notice of such an order. The Contractor shall immediately notify the City if any request, subpoena or other legal process is served upon the Contractor regarding the City's confidential information, and the Contractor shall cooperate with the City in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the City's confidential information, the Contractor shall immediately notify the City, and the City may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

All documentation and correspondence submitted to the City as a result of a Proposal and award and contract shall upon receipt become a matter of public record, except portions of submitted documentation for which the Contractor requests exception from disclosure because of the presence of trade secrets. Any information contained in these documents that a Contractor considers confidential must be clearly designated. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of a Proposal to the contrary, Contractor pricing will be subject to public disclosure upon the Effective Date of all resulting Contract(s). Generally, each Proposal shall become public information upon the Effective Date of all resulting contracts; however, to the extent consistent with applicable state and federal law and regulations, as determined by the City and the State of New Hampshire, including but not limited to, NH RSA Chapter 91-A (Right to Know Law), the City will endeavor to maintain the confidentiality of portions of the Proposal that is clearly and properly marked confidential. If a request is made to the City to view portions of a Proposal that Contractor has properly and clearly marked "Confidential", the City will notify Contractor of the request and of the date that the City plans to release the records. By submitting a Proposal, Contractor agrees that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the City may release the requested information on the date specified in the City's notice without any liability to the Contractor or other bidders. This article and its terms shall survive termination of the Agreement.

ARTICLE 19 – TERMINATION

Termination for Conflict of Interest: The City may terminate the Agreement by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event the Agreement is terminated for conflict of interest, the City shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Agreement by the Contractor if the Contractor knew or should have known about such conflict of interest.

Termination for Default: Unless otherwise provided in the Agreement, in the event of a default by a party, the other party shall provide the defaulting party written notice of default, and the defaulting party must cure the default within thirty (30) days of receipt of such notice (the "Cure Period"). If the defaulting party fails to cure the default within the Cure Period, the other party may, at its sole discretion declare the defaulting party in default, terminate the Agreement, and pursue its remedies at law and in equity.

Termination for Convenience: The City may, at its sole discretion, terminate the Agreement for convenience, in whole or in part, by providing thirty (30) days written notice to the Contractor. In the event of such termination for convenience and upon request of the City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to the City, and the City shall then pay the Contractor for services or Deliverables that were provided under the work plan and schedule prior to such termination, subject to offset or other rights of the City under this Agreement. Payment for services or Deliverables provided prior to the date of termination, to the extent that the work was performed satisfactorily, will be calculated on a prorated basis; however, the total paid to the Contractor shall not exceed the total Contract Price payable under the Agreement.

Termination for Non-Appropriation: Notwithstanding any provision in the Agreement to the contrary, all obligations of the City, including, without limitation, the continuation of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the City be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the City shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Agreement immediately upon giving the Contractor notice of such termination. The City shall not be required to transfer funds from any other account in the event funds appropriated in the original account are reduced or unavailable. Any such termination for non-availability of funds shall be without penalty or expense to the City except for payments which have been earned prior to termination.

Notwithstanding any claim, dispute or other disagreement between the City and the Contractor regarding performance under the Agreement documents, the scope of work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the work, the Contractor shall proceed diligently with performance of the work in accordance with the City's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement. However, the City may, without cause, and without invalidating or terminating the Agreement, order the Contractor, in writing, to suspend, or delay or interrupt the work in whole or in part for such period of time as the City may determine. The Contractor shall resume and complete the work or services suspended by the City in accordance with the City's directive, whether issued at the time of the directive suspending the work or subsequent thereto.

ARTICLE 20 – NOTICES

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses, or by electronic facsimile with confirmed notice of receipt by recipient.

TO Contractor:
Jeff Mann, Account Manager
CBE Technologies
50 Foden Road, South Portland, ME 04106
Tel: (207) 239-3013
Fax: (207) 2393113

TO City:
Robert Gabriel, Purchasing Manager or Peter Cinfo, Nashua Police IT Manager
City of Nashua
229 Main Street, Nashua, NH 03060
Tel: (603) 589-3330
Fax: (603) 594-3434

OWNER (signature)

CONTRACTOR (signature)

Donnalee Lozeau, Mayor
(Printed Name and Title)

(Printed Name and Title)

EXHIBIT I: Deliverable Overview

DELL PE R710 SERVER

QTY = 3

Base Unit: PE R710 with Chassis for Up to 8, 2.5-Inch Hard Drives and Intel 56XX Processors (224-8461)
Processor: PowerEdge R710 Shipping (330-4124)
Memory: 48GB Memory (12x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processors (317-0371)
Monitor: Embedded Broadcom, GB Ethernet NICS with TOE and ISCSI Offload Enabled (430-2970)
Monitor: Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)
Video Card: Intel Xeon X5650, 2.66Ghz, 12M Cache, Turbo, HT, 1333MHz Max Mem (317-4109)
Video Memory: Intel Xeon X5650, 2.66Ghz, 12M Cache, Turbo, HT, 1333MHz Max Mem (317-4121)
Video Memory: PowerEdge R710 Heat Sinks for 2 Processors (317-1213)
Hard Drive: HD Multi-Select (341-4158)
Hard Drive Controller: PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x8 Chassis (341-8712)
Floppy Disk Drive: Power Saving BIOS Setting (330-3491)
Operating System: No Operating System (420-6320)
NIC: Broadcom 5709 Dual Port 1GbE NIC w/TOE ISCSI, PCIe-4 (430-3260)
Modem: iDRAC6 Enterprise (467-8648)
CD-ROM or DVD-ROM Drive: DVD ROM, SATA, INTERNAL (313-9092)
Sound Card: Bezel (313-7517)
Speakers: Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)
Documentation Diskette: Dell Management Console (330-5280)
Documentation Diskette: Electronic System Documentation and OpenManage DVD Kit (330-3485)
Additional Storage Products: 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-2014)
Feature: RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers (341-8699)
Feature: Sliding Ready Rails With CableManagement Arm (330-3477)
Service: Dell Hardware Limited Warranty Extended Year (993-8458)
Service: Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)
Service: Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (988-5084)
Service: Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (993-2320)
Service: Pro Support for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (988-5124)
Extended Service: Dell Proactive Systems Management (909-0269)
Misc: High Output Power Supply Redundant, 870W (330-3475)
Misc: 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-2014)
Misc: Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc: Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)

DELL EqualLogic PS4000X

QTY = 1

Base Unit: Dell EqualLogic PS4000X Mainstream Performance, 10K SAS Drives (224-6075)
Processor: 9.6 Terabyte capacity, 16 X 600GB, 10K SAS, Dual Controller, PS4000X (341-9664)
Factory Installed Software: Asynchronous Replication (468-7110)
Software Disk Two: Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)
Feature: SAN HQ multi group monitoring software (468-7156)
Service: Dell Hardware Limited Warranty Extended Year (994-7418)
Service: Dell Hardware Limited Warranty Initial Year (994-7427)
Service: Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (989-3654)
Service: Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (994-4160)
Service: EqualLogic Advanced Software Warranty and Service, 7x24 Access, 5 Year (994-7468)
Service: ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (989-3684)

Dell PowerConnect 5424

QTY = 2

VMware – Vsphere 4 Advanced Acceleration Kit 6 CPU VPP-C

QTY = 1

VMWARE – BASIC Support and Service for Advanced Acceleration Kit 6 CPU

QTY = 1

Microsoft Windows Server Standard 2008R2

QTY = 10

Microsoft Windows Server CAL's

QTY = 5

Microsoft Windows Remote Desktop Server CAL's

QTY = 15

EXHIBIT II: Payment Price and Schedule

DESCRIPTION:	PART #:	QTY:	UNIT PRICE	EXT. PRICE:
DELL PE R710 SERVER	224-8461	2	\$7468.00	\$14,936.00
DELL EqualLogic PS4000X	224-6075	1	\$29,892.00	\$29,892.00
Dell PowerConnect 5424	223-4644	2	\$760.84	\$1521.68
VMware – Vsphere 4 Advanced Acceleration Kit 6 CPU VPP-C	VS4-AD-AK-VU-PRO	1	\$9,177.00	\$9,177.00
VMWARE - BASIC Support and Service for Advanced Acceleration Kit 6 CPU	VS4-AD-AK-G-SSS-PRO	1	\$2,223.00	\$2,223.00
Microsoft Windows Server Standard 2008R2	P73-04996	10	\$519.86	\$5,198.60
Microsoft Windows Server CAL's	R18-02787	5	\$20.96	\$104.80
Microsoft Windows Remote Desktop Server CAL's	6VC-01246	15	\$60.47	\$907.05
CBE Fixed Bid Pricing	CBE Fixed Bid	1	\$19,000.00	\$19,000.00
GRAND TOTAL:				\$82,960.13

MILESTONE DESCRIPTION:	PAYMENT AMOUNT DUE:
Payment Milestone 1:	
Acceptance of Design and Deployment plan (CBE Phase I)	\$6,555.98
Payment Milestone 2:	
Acceptance of all hardware and software (CBE Phase II)	\$63,960.13
Payment Milestone 3:	
Successful Formal Acceptance of complete system (15% retainage fee payment) (CBE Phase III & IV)	\$12,444.02
GRAND TOTAL:	\$82,960.13



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 10, 2010
Memo #10-131

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR COMMUNICATIONS CABLING (VALUE: \$121,412)
ACCOUNT: **722-31070-3735** VOICE & DATA – CITY-WIDE ERP SYSTEM
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$6,092,480 (2 DIGIT)

A Request for Proposal (RFP) for Enterprise Resource Planning (ERP) & Emergency Communications Cabling was published on April 5, 2010, which sought a qualified & certified telecommunications engineering and services firm to procure and install fiber and copper cabling necessary for the City's emergency communications infrastructure and for support of the City's Enterprise Resource Planning (ERP) project. The RFP0342-051810 was communicated directly to twenty-two (22) firms, and published on the City's website. A mandatory pre-bid meeting was held on April 19, 2010 at which thirteen (13) firms attended. Five (5) bids were received on the submission deadline of May 18, 2010. The five firms are listed below:

Fibertechs Boonton, NJ \$146,670	Next Gen Telecom Rochester, NH \$135,847	Phoenix Communications Worcester, MA \$164,911
Waveguide, Inc. Chelmsford, MA \$121,412	White Mountain Cable Epsom, NH \$114,182	

Note: The RFP also solicited bidding on services and materials for cabling related to future traffic signaling connections. This pricing was solicited for planning purposes only, and is not included in the pricing figures above.

Proposals were reviewed by a team composed of the City's IT Infrastructure staff, Ken Tyrrell and Ken Britton, and City IT Director John Barker. Phoenix Communications was declared non-compliant for failing to submit signed documents as required by the RFP. A comprehensive analysis was performed of the remaining four submitted bids and the candidate bidders. Bid responses were evaluated on bidder experience including public sector communications, staffing and service levels, client references, and price.

While White Mountain Cable was the apparent overall lowest bidder, they had insufficient experience in public sector communications projects, especially in the context of the public sector pole rights and responsibilities. Waveguide was the next lowest bidder, and has a long and satisfactory history of partnership with the City of Nashua and many other public sector clients. Upon final review of this and other criteria, it is the consensus of this team that a contract be awarded to Waveguide as the selected low bidder.

The IT Division, Financial Services Division, and this Office recommend awarding the contract in the amount of **\$121,412** to **Waveguide, Chelmsford, MA**. Funding will be through account **722-31070-3735 Voice & Data Telecommunication – City-Wide "ERP" System**.

Respectfully, *R. Gabriel*

Robert Gabriel
Purchasing Manager

Cc: M. Gilbar J. Barker



City of Nashua

Central Purchasing
229 Main Street
Nashua NH 03060
603-589-3330 Fax: 603-589-3344

April 5, 2010

Request for Proposals

Emergency Communication Cables RFP0342-051810

The City of Nashua, NH ("Owner"), Information Technology Division, is seeking proposals from qualified firms for the installation of a fiber optic network to multiple municipal locations within the City along with the installation of Fire Alarm cable. The contractor shall run the fiber optic cable into each municipal building and will terminate and/or splice through all fibers at each location. Fire Alarm Signal Cable will be run along with some of the fiber.

INSTRUCTIONS TO VENDORS:

All proposals must be submitted with **one (1) original and three (3) photocopies** of the same pages, as well as **one (1)** electronic file copy on a clearly labeled **CD/DVD**; in a sealed envelope(s) or package(s) clearly marked "**Emergency Communication Fiber Optic and Fire Alarm Cable**". Complete specifications and related documentation is available on our web site, www.nashuanh.gov, under Citizen Favorites, Current Bid Opportunities, **document RFP0342-051810 and document RFP0342-051810_Map**. Results will be posted on the web site, under Bid Results, within three (3) hours of opening. Please note, because the award will not be based on pricing alone, no dollar amounts will be posted.

There will be a **mandatory pre-bid meeting**, at Nashua City Hall, Auditorium, 3rd Floor, 229 Main Street, Nashua, NH, 03060 on **Monday, April 19, 2010 at 1:30 pm**. You or your representative(s) are required to attend this meeting if you intend to submit a proposal. The meeting is an opportunity for the City to overview the project and objectives, and participants to request additional information directly from City staff managing or participating in this project.

Proposals must be submitted no later than **1:00 pm, Tuesday, May 18, 2010**, c/o Central Purchasing Office, Lower Level, City Hall, 229 Main Street, Nashua, NH 0360 in sealed envelopes/packages clearly marked "**Emergency Communication Fiber Optic and Fire Alarm Cable**". Proposals must be submitted in the format provided and address the items specified in the proposal specifications.

Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time.

All proposals are binding for ninety (90) days following the deadline for submission of proposals, or until the effective date of any resulting contract, whichever is later.

The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful participant against the City of Nashua.

The City of Nashua assumes no liability for the payment of costs and expenses incurred by any bidder in responding to this request for proposals. All proposals become the sole property of the City of Nashua. This request for proposals is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

While it is the expectation of the City of Nashua to award this contract in whole to a single successful contractor, the City reserves the right, at its sole discretion, to award service engagement contracts to separate independent vendors as it deems appropriate based on qualifications, proposal, pricing, and other relevant criteria, or to elect *not* to award to any bidder.

The City of Nashua reserves the right to revise the scope & deliverables of one or more project segments (or segment tasks or activities) at its sole discretion prior to awarding any contract for that particular segment. In such a case these revisions shall be negotiated between the City and the contractor to reconcile any changes on pricing and performance. Changes after awarding a contract shall be governed by the terms of that agreement.

The City's standard terms and conditions for a technology project are attached to this RFP for bidder reference. Final terms and conditions will be negotiated between the City and the selected finalist at the time of award.

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be **submitted in writing**, citing the RFP title, RFP number, Page, Section, and Paragraph and submitted to the following RFP Solicitation Coordinator:

Mary Sanchez, CPPB
Purchasing Agent II
City Hall, Lower Level,
229 Main St
Nashua, New Hampshire 03060
Email: sanchezm@nashuanh.gov

Vendors are encouraged to submit questions via email; however, the City assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. **Inquiries** must be received by the City's RFP Solicitation Coordinator (see above) **no later than Monday, May 3, 2010 at 2:00 PM**. Inquiries received later than this date shall not be considered properly submitted. The City will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to vendor submitted questions and other addenda will be posted under document **RFP0342-051810** on the City of Nashua website; www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities no later than Wednesday, May 5, 2010 at 3:00 pm.

The successful contractor will be required to provide insurance coverage as follows with the City of Nashua named as an additional insured:

General Liability:	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 Combined single limit
Workers' Compensation:	Per State of New Hampshire Statute
Professional Liability:	\$2,000,000

Pursuant to NRO 5-78(F), the purchasing manager shall not solicit a proposal from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this proposal request is void as to anyone who is in default on said payments.

Respectfully,

Mary Sanchez, CPPB

Mary Sanchez, CPPB
Purchasing Agent II
City of Nashua

PROPOSAL SUMMARY SHEET

RFP0342-051810

EMERGENCY COMMUNICATION FIBER OPTIC AND FIRE ALARM CABLE

CITY OF NASHUA INFORMATION TECHNOLOGY

	All costs to Install Fiber	All costs to Install Fire alarm	Total Cost
Project Price for Segment #1	10,983.74	___N/A___	10,983.74
Project Price for Segment #2	22,462.93	___N/A___	22,462.93
Project Price for Segment #3	9,598.00	___N/A___	9,598.00
Project Price for Segment #4	25,729.92	2,030.00	27,759.92
Project Price for Segment #5	3,654.50	___N/A___	3,654.50
Project Price for Segment #6	21,882.61	2,870.00	24,752.61
Project Price for Segment #7	6,749.69	227.50	6,977.19
Project Price for Segment #8	7,293.39	787.50	8,080.89
Project Price for Segment #9	104,062.60	2,975.00	107,037.60
Project Price for Segment #10	3,268.94	___N/A___	3,268.94
Project Price for Segment #11	25,397.62	___N/A___	25,397.62
Project Price for Segment #12	3,873.00	___N/A___	3,873.00
Total Project Price:	\$244,956.94	\$8,890.00	\$253,846.94

Options: (Include a description and price): Price includes Additional GIS Mapping including:

Starting and ending points
Fiber count
Length of fiber runs
Location of slack points
Location of splice points
Aerial or underground attribute
Termination type (SC, SC-APC, ST...)

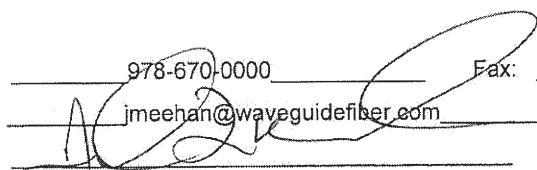
Number of calendar days before work shall begin following contract award: ___30 days___

Number of calendar days to complete after receipt of authorization to proceed: ___90 days___

Vendor Name & Address: _____Waveguide, Inc._____
____14 Kidder Road_____
____Chelmsford, MA 01824_____

Phone: 978-670-0000 Fax: 978-670-4495

e-mail: jmeehan@waveguidefiber.com


(Authorized Signature)

6/8/10
(Date)

JOHN MEEHAN - Director of Sales
(Printed/Typed Name)

RFP0342-051810 ERP & Emergency Communications Cabling

Fiber optics	Project Segment	1	2	3	4	5	6	7	8	10	12	
		Parks	MSW	Conant Rd Fire	Airport Fire	Mt Pleasant School	Main Dunsatble School	Broad St School	Birch Hill School	Charlotte Ave School	Holman Stadium	total
White Mountain Cable	Epsom, NH	6340.32	20327.50	8614.75	38649.37	2899.75	18433.50	4867.00	5600.00	3869.75	4579.82	114,181.76
Waveguide (revised-6/8)	Chelmsford, MA	10983.74	22462.93	9598.00	27759.92	3654.50	24752.61	6977.19	8080.89	3268.94	3873.00	121,411.72
Next Gen Telcom	Rochester, NH	13320.67	20891.17	10186.10	46703.90	3202.18	23074.03	5048.97	6902.37	3455.39	3062.43	135,847.21
Fibertechns	Boonton, NJ	9900.00	23500.00	10960.00	46000.00	5000.00	25750.00	7200.00	8500.00	5650.00	4210.00	146,670.00
Phoenix Comm	Worcester, MA	40065.00	23610.00	42258.25	49548.50	4220.00	35267.50	7383.00	12159.00	4540.00	5860.00	164,911.25



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 10, 2010
Memo #10-132

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR SERVER & STORAGE NETWORK (VALUE: \$127,550)
ACCOUNT: **722-64045-3735** COMPUTER EQUIPMENT – CITY-WIDE ERP SYSTEM
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$5,964,930 (2 DIGIT)

An Invitation for Bid (IFB) IFB0326-052010 for Server & Storage Area Network was published on May 7 2010, seeking the following product necessary to support the City's current NGIN (including ERP) projects.

- Computer server equipment
- VMWare operating system and licensing
- Storage array equipment

The IFB was communicated directly to eleven (11) certified firms, and published on the City's website. Three (3) bids were received by the submission deadline of May 20, 2010. The three firms are listed below with a breakdown of pricing:

Dell Round Rock, TX Servers & SW: \$60,008 Storage: \$169,000	EDC Systems Lafayette, CA Servers & SW: \$67,896 Storage: \$169,000	Turbotek Computer Manchester, NH Servers & SW: \$68,720 Storage: \$74,567
--	--	--

Note: VMWare operating system software and licensing is aggregated on the quotes, however was analyzed as a separate competitive component in bid evaluations.

Proposals were reviewed by a team composed of the City's IT Infrastructure staff, Ken Tyrrell and Ken Britton, and City IT Director John Barker. Bid responses were evaluated on product compatibility and certifications, client references, and price.

Since these products must meet standard specifications, and their application is manufacturer agnostic, the IFB was designed to provide the City the option to split the bid among the lowest bidders of any relevant components. Upon final review and analysis of all bids, the team reached consensus to award the three components of the IFB to the respective *separate low bidders* as follows:

Servers: \$23,232 Dell Round Rock, TX	VMWare SW & Lic: \$29,752 Turbotek Computer Manchester, NH	Storage Array: \$74,566 Turbotek Computer Manchester, NH
---	--	--

The recommendation is to award the Servers contract to **Dell of Round Rock, TX** in the amount **\$23,232**, and award the VMWare Software and Licensing along with the Storage Array (HP left-hand) to **Turbotek Computer of Manchester, NH** in the amount **\$104,318**.

The City IT Director, IT Division, and this Office recommend awarding the contracts to the low bidders in the amount of **\$127,550** with the following two firms:

Dell	Round Rock TX	\$ 23,232
Turbotek	Manchester NH	\$104,318

The source of funding will be through account **722-64045-3735 Computer Equipment – City-Wide “ERP” System**.

Respectfully, *R. Gabriel*

Robert Gabriel
Purchasing Manager

Cc: M. Gilbar J. Barker



City of Nashua
Central Purchasing
229 Main Street
Nashua NH 03060
603-589-3330 Fax: 603-589-3344

May 7, 2010

Invitation for Bids

**Servers and Storage Area Network
IFB0326-052010**

The City of Nashua, Information Technology Division, is inviting qualified firms to submit bids for four (4) x86 multiprocessor servers, four (4) iSCSI Storage Area Network (SAN) nodes and associated VMware licensing. Complete specifications and system requirements are included in the attached document. The City is not requesting any implementation services.

INSTRUCTIONS TO BIDDERS:

Bids must be submitted in duplicate (**one (1) original and one (1) photocopy**) no later than **2:00 pm, Thursday, May 20, 2010** c/o Central Purchasing, City Hall, 229 Main Street, Lower Level, Nashua, NH 03060, in sealed envelopes clearly marked "**Bid for Servers and Storage Area Network**". Full specifications and bid summary sheets are available on our City of Nashua web site, www.nashuanh.gov under Citizen Favorites, Current Bid Opportunities, document **IFB0326-052010**. Results will be posted on our web site, under Bid Results, within three (3) hours of opening.

Bids must be submitted in the format provided and address the items specified in the bid package.

Requested completion/delivery information must be supplied. This may have a bearing on award.

The City of Nashua may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Nashua. The City reserves the right to waive any irregularities when the public interest will be served thereby. The City also reserves the right to negotiate any change or amendment in any bid without soliciting further bids if the action is necessary for the best interest of the City.

All bids are binding for sixty (60) days after bid opening. All terms and conditions noted in Attachment A of the City of Nashua Purchasing Manual shall apply. This information is available on the City's web site. The City is exempt of all taxes. All bids must be FOB Nashua NH. All bidders must comply with all applicable Equal Employment Opportunity laws and regulations.

Questions may be submitted in writing to Ken Tyrrell, IT Infrastructure Team Lead, via e-mail at tyrrellk@nashaunh.gov.

Pursuant to NRO 5-78 (F), the purchasing manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments

Respectfully,

Mary Sanchez, CPPB

Mary Sanchez, CPPB
Purchasing Agent II
City of Nashua

**Servers and Storage Area Network
BID SPECIFICATION
IFB0326-052010**

Scope

The city of Nashua is issuing this invitation for bid in order to select a supplier to provide x86 Servers and iSCSI Storage Area Network (SAN) nodes to expand the existing IT VMware based virtual infrastructure. The expanded virtual infrastructure will support a test and development environment for the city's future ERP (Enterprise Resource Planning) systems, Document Management, and Community Development Permitting applications in a multi-site environment. The city is **NOT** requesting any implementation services.

Bid responses must include detailed hardware specifications from the manufacturer for the proposed servers and SAN, as well as detailed SAN features and functionality. Include detailed information on available SAN administrator training, including scope of training and where the training facility is located or if it is on-line accessible.

Optionally, include any marketing materials that may showcase the proposed SAN solution and compare functionality and performance with leading complete products as well as any market differentiators.

All hardware must meet or exceed specifications provided here in. Vendors are required to clearly identify any deviations from the specifications listed above. Award of the bid will be based on quality, reliability, functionality and performance of the proposed equipment as well as the price.

The server and SAN hardware must be available for delivery by July 23rd, 2010.

Questions may be submitted in writing to Ken Tyrrell, IT Infrastructure Team Lead, via e-mail at tyrrellk@nashaunh.gov.

Bid Specification
IFB0326-052010
Servers and Storage Area Network

BID ITEM: x86 Multi-processor Servers

Quantity: Four (4) x86 Servers.

Requirements per server:

- 2U Form factor, mountable in a standard 19" wide, 29" deep, four post equipment rack.
- Dual Intel six-core x5650 Xeon processors
- 48 GB Ram (expandable to 144 GB without replacing initial RAM, i.e. 6x8GB RDIMMs)
- Two 146 GB 15K SAS hard drives; hot swappable with RAID 1 support
- Six 1 GB Ethernet interfaces
- Dual power supplies
- Advanced remote KVM over IP with power management and GUI support
- 3 Years, 24x7 hardware support with 4 hour response SLA
- VMware vSphere 4 Enterprise Plus licensing (2 CPUs) with 3 Year Basic Support

BID ITEM: Storage Area Network (SAN)

Quantity: Four (4) iSCSI SAN nodes to support a multi-site deployment.

Requirements per storage node:

- Minimum 5.4 TB raw disk space consisting of twelve or more, 450 GB 15,000 rpm SAS hard drives
- Two, 1 Gb Ethernet ports per node (upgradable to 10 GbE)
- Dual power supplies
- 3 Years, 24x7 hardware and software support, with 4 hour response SLA.
- Rack mountable in a standard 19" wide, 29" deep, four post equipment rack
- Certified for VMware vSphere 4.0

The SAN software must support:

- Central management of all storage nodes through a Graphic User Interface (GUI)
- Thin provisioning of volumes
- Ad-hoc volume expansion without destruction of existing data
- Snapshots, including scheduling of daily, weekly, and ad-hoc snapshots
- Replication of volumes and snapshots to remote sites

BID ITEM: Optional SAN Administrator training

Quantity: Two (2) Administrators training for SAN implementation and management.

BIDDER'S CHECKLIST

IFB0326-052010

The following is a list of information required for formulation and submission of vendor proposals. An incomplete bid submittal may be grounds for ruling that a bid is non-responsive.

This checklist is intended to aid in the preparation of bid and is not required as part of the bid submission.

- ☐ Spec sheets for the Servers, SAN, and SAN features and functionality has been included.
- ☐ SAN Administrator training information and location of training center has been included.
- ☐ Optional marketing materials on competitive functionality and performance.
- ☐ Any deviations from the specifications have been identified.
- ☐ The proposed products are available for delivery by July 23rd, 2010.
- ☐ The costs have been documented on the Bid Summary Sheet.
- ☐ The proposal is submitted per *INSTRUCTIONS TO BIDDERS*, on time, with the proper number of printed copies (2 bound copies—1 original and 1 copy). All submittals are properly labeled, signed, sealed, packaged, and delivered to the proper location by 2:00 pm, Thursday, May 20, 2010:
 - o City of Nashua – Central Purchasing
Lower Level
229 Main Street
Nashua, NH
03060

BID SUMMARY SHEET
Servers and Storage Area Network
IFB0326-052010

Bid Item	Cost Each	Total Cost
Qty (4) x86 Multi-processor Servers	\$_____	\$_____
Qty (4) Storage Area Network (SAN) node	\$_____	\$_____
Total cost of solution		\$_____
Qty (2) Optional SAN Administrator training	\$_____	\$_____
Total Bid price		\$_____

Exceptions to Bid Specifications: _____

Reseller Name & Address: _____

Phone: _____ . Fax: _____

e-mail: _____

(Authorized Signature)

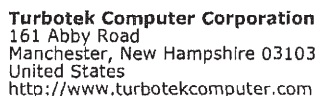
(Date)

(Printed/Typed Name and Title)

Evaluation of responses to IFB 0326-052010- Servers and Storage Area Network

Server review						
Reseller	Server Product	Product meets requested specification?	Cost for 4 servers w/VMware	Pros	Cons	
Dell	Dell PowerEdge R710	No; Memory configuration	\$60,008.00			Installed memory is 12x4GB DIMM, meaning rip and replace when upgrading memory later.
EDC Systems	HP DL380 G6	No; Memory configuration	\$67,896.00	Compatible with existing infrastructure		Installed memory is 12x4GB DIMM, meaning rip and replace when upgrading memory later. VMware license for only 1 CPU
Turbotek Computer	HP DL380 G6	Yes	\$68,720.00	Compatible with existing infrastructure		

Storage review							
Reseller	Storage Product	Product meets requested specification?	Raw storage per node	Total raw storage (GB)	Cost for SAN	Cost per GB	Pros
Dell	EqualLogic PS 6000XV	Yes (qty 4, 1 node SANs)	16x450GB 15k SAS	28800	\$169,000.00	\$5.87	Uses asynchronous replication. Would require staff training
Dell (alternate proposal)	EqualLogic PS 6000XV	No (only two nodes)	16x600GB 15k SAS	19200	\$93,602.00	\$4.88	Only two nodes proposed - Less flexibility for placing at various city sites. Uses asynchronous replication. Would require staff training
EDC Systems	HP LeftHand P4500 - Virtualization SAN	Yes (qty 4, 2 node SANs)	12x450GB 15k SAS	43200	\$273,120.00	\$6.32	Compatible with existing SAN - No down time to move data from old SAN to new SAN. Includes Synchronous replication.
Turbotek Computer	HP LeftHand P4500 - Multi site SAN	Yes (qty 1, 4 node SAN)	12x450GB 15k SAS	21600	\$74,566.55	\$3.45	Compatible with existing SAN - No down time to move data from old SAN to new SAN. Includes Synchronous replication and 10 Virtual SAN Appliance for VMware licenses



Date
Mar 11, 2010 3:56 PM EST

Doc #
82834 - rev 1 of 1

Description
ERP Test System

SalesRep
Caron, Bob (P) 603-296-4838 (F)
603-666-4519

Customer Contact
Tyrrell, Ken
(P) 603-589-3305
tyrrellk@ci.nashua.nh.us

Customer

City of Nashua (101355)
IT Dept
"229 Main St, PO Box 2019"
Nashua, New Hampshire 03061-2019
(P) 603-589-3304

Bill To

City of Nashua
tyrrell, ken
IT Dept
"229 Main St, PO Box 2019"
Nashua, New Hampshire 03061-2019
(P) 603-589-3304

Ship To

City of Nashua
"Central Purchasing Dept., IT Dept"
229 Main St
Nashua, New Hampshire 03061-2019

Customer PO:

None

Terms:

Net 30 Days

Ship Via:

UPS Ground

Special Instructions:

None

Carrier Account #:

None

Item	Description	Qty	Total
1	x86 Multi-processor Servers FINAL DELIVERY 2-3 WEEKS ARO		
	SERVER BASE UNIT		
	HP ProLiant DL380 G6 Server - rack-mountable - 2U - 2-way - RAM 0 MB - SAS - hot-swap 2.5" - no HDD - ATI ES1000 - 4-port Gigabit Ethernet - no OS - Monitor : none - CTO	1	
	SERVER OPTIONS		
	Hewlett-Packard - X/2.66 X5650 DL380G7 KIT	1	
	Intel Xeon X5650 / 2.66 GHz processor		
	hp x5650 dl380g7 flo kit	1	
	Intel Xeon X5650 / 2.66 GHz processor		
	HP	6	
	Memory - 8 GB - DIMM 240-pin - DDR3 - 1066 MHz / PC3-8500 - CL7 - registered - ECC		
	Note: Total RAM per system = 48 GB		
	HP Dual Port Enterprise	2	
	Hard drive - 146 GB - hot-swap - 2.5" SFF - SAS-2 - 15000 rpm		
	HP NC382T PCI Express Dual Port Multifunction Gigabit Server Adapter	1	
	Network adapter - PCI Express x4 - Ethernet, Fast Ethernet, Gigabit Ethernet - 1000Base-T - 2 ports		
	HP	1	
	Disk drive - DVD-ROM - 8x - Serial ATA - internal - 5.25" Slim Line		
	HP Common Slot High Efficiency (redundant)	1	
	Power supply - hot-plug (plug-in module) - AC 90-135/180-264 V - 750 Watt		
	HP ProLiant Essentials Integrated Lights-Out Advanced Pack	1	
	License + 1 Year 24x7 Support - 1 server		
	Electronic HP Care Pack 4-Hour 24x7 Same Day Hardware Support	1	
	Extended service agreement - parts and labor - 3 years - on-site - 24x7 - 4 h		
	Bundle Subtotal	4	\$38,968.00
2	VMware vSphere Enterprise Plus Edition (v. 4.0) - license + 3 Years 9x5 Support - 1 processor - Win	8	\$29,752.00
3	Storage Area Network (SAN) node FINAL DELIVERY 2-3 WEEKS ARO		
	HP P4500 G2 21.6TB SAS Multi-site SAN (4 nodes)	1	
	Includes shipping		
	LH Multi-site Soln JW Supp	1	
	Extended service agreement - parts and labor - 3 years - on-site - 24x7 - 4 h		
	Bundle Subtotal	1	\$74,566.55
	Optional SAN Administrator Training		
	Total Education One Svc	2	\$1,800.00
4	SAN Admin Trning - 1 day--SEE ATTACHED INFORMATION SHEET AND SCHEDULE FOR 'REMOTELY ASSISSTED, INSTRUCTOR LED' CLASSES. Next classes are 6/03 and 6/07.		
	Note: City of Nashua Infrastructure Manager Ken Tyrrell has previously taken an extensive 5 day class on LH San certification and Admin. This training may not be necessary at all.		

9742
each

Subtotal: \$145,086.55

Shipping:	\$0.00
-----------	--------

Total: \$145,086.55

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

DELL**QUOTATION****QUOTE #:** 542789377**Customer #:** 17460745**Contract #:** WN20ACA**Customer Agreement #:** 8000349**Quote Date:** 5/26/10**Date:** 5/27/10 7:40:09 AM**Customer Name:** CITY OF NASHUA

TOTAL QUOTE AMOUNT:	\$23,232.00		
Product Subtotal:	\$23,232.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 4	SYSTEM PRICE: \$5,808.00	GROUP TOTAL: \$23,232.00
Base Unit:	PE R710 with Chassis for Up to 8, 2.5-Inch Hard Drives and Intel 56XX Processors (224-8461)		
Processor:	PowerEdge R710 Shipping (330-4124)		
Memory:	48GB Memory (6x8GB), 1333MHz Dual Ranked RDIMMs for 2 Processors, Optimized (317-2220)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE and iSCSI Offload Enabled (430-2970)		
Video Card:	Intel Xeon X5650, 2.66Ghz, 12M Cache, Turbo, HT, 1333MHz Max Mem (317-4109)		
Video Memory:	PowerEdge R710 Heat Sinks for 2 Processors (317-1213)		
Video Memory:	Intel Xeon X5650, 2.66Ghz, 12M Cache, Turbo, HT, 1333MHz Max Mem (317-4121)		
Hard Drive:	HD Multi-Select (341-4158)		
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe 256MB Cache, x8 Chassis (341-8712)		
Floppy Disk Drive:	Dell Active Power Controller BIOS Setting (330-5116)		
Floppy Disk Drive:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)		
Operating System:	No Operating System (420-6320)		
Mouse:	146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive (342-0427) - Quantity 2		
NIC:	Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 (430-3260)		
Modem:	iDRAC6 Express (467-8649)		
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, INTERNAL (313-9090)		
Sound Card:	Bezel (313-7517)		
Speakers:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3485)		
Documentation Diskette:	Dell Management Console (330-5280)		
Feature	RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers (341-8699)		
Feature	Sliding Ready Rails With Cable Management Arm (330-3477)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (992-8162)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (992-8352)		

Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (993-2200)
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)
Service:	Dell Hardware Limited Warranty Extended Year (993-8458)
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (993-8518)
Misc:	High Output Power Supply Redundant, 870W (330-3475)
Misc:	No Power Cord (310-9057)

SALES REP:	Scott J Sterba	PHONE:	1-800-879-3355
Email Address:	Scott_Sterba@Dell.com	Phone Ext:	72-44521

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 8 2010
Memo #10-125

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR PORTABLE TOILETS REQUESTED BY PARK
RECREATION DEPARTMENT (VALUE: \$11,589.67)
ACCOUNT: **552-66000-6911** TOILET RENTALS – PARK RECREATION \$10,939
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$1,561

ACCOUNT: **557-59100-6965** TOILET RENTALS - TRANSIT \$659.64
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$3,815

The City of Nashua has ongoing requirements for twenty-seven (27) portable toilets which are utilized both seasonally and on a year round basis. At any given time there will be a total of twenty-three to twenty-seven units at various Parks and Playgrounds throughout the City. In addition, one year-round toilet is required at the Elm Street parking garage.

Most of the portable toilets are provided beginning in mid-April and continue through mid to late November, depending on need. Three locations require portable toilets year round - Roby Park, Holman Stadium and the Elm Street Parking garage. One unit is ADA compliant.

Bids were solicited from seven (7) vendors and specifications were posted on the City's web site under reference document IFB0945-052510. Two (2) bids were received and opened on May 25, 2010 with the results shown below.

Dave's Septic	Manchester NH	\$29,680.00
Handy House	Foxboro MA	\$11,589.67

It's important to note that state contracts for these services were reviewed prior to going out to bid. Variables of those contracts, primarily how many cleanings per week, were less than what Nashua required; therefore dictating Nashua conduct its own bid activity. United Site Services Northeast (dba: Handy House) is the state contract holder.

Pursuant to NRO § 5-90 (H), attached please find the bid specifications, and bid summary sheet from low bidder Handy House, indicating their compliance with the specifications.

The Superintendent of Parks, Transit Manager, Board of Public Works (June 14, 2010 meeting), and this Office recommend awarding the contract in the amount of **\$11,589.67** to low bidder **Handy House, Foxboro, MA.**

Funding will be through accounts **552-66000-6911 Toilet Rentals – Park Recreation** and **557-59100-6965 Toilet Rentals - Transit**. See heading above.

Respectfully,

Robert Gabriel.
Purchasing Manager

Cc: M. Gilbar N. Caggiano C. O'Connor



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

May 7, 2010

Invitation for Bids

Porta Potties Rental

IFB0945-052510

The City of Nashua, NH, invites bids from qualified vendors for twenty-four (24) portable toilets required at various City park and playground areas and one (1) at the Elm Street parking garage.

INSTRUCTIONS TO BIDDERS:

Bids must be submitted **in duplicate** (one original and one copy) in sealed envelopes to the Central Purchasing Office, 229 Main Street, Lower Level, Nashua, NH 03060 no later than **11:00 a.m. on Tuesday, May 25, 2010**. Envelopes must be marked "**Bid for Porta Potties Rental**". Complete specifications are available on the Nashua web site, www.nashuanh.gov, under Citizen Favorites, Current Bid Opportunities, document **IFB0945-052510**. Results will be posted on our web site, under Bid Results, within three (3) hours of opening.

Bids must be submitted in the format provided and address the items specified in the bid package. All pricing must include delivery costs and installation at designated City locations.

The City of Nashua may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the City of Nashua. The City reserves the right to waive any irregularities when the public interest will be served thereby. The City also reserves the right to negotiate any change or amendment in any bid without soliciting further bids if the action is necessary for the best interest of the City.

The successful bidder will be required to provide proof of insurance coverage as follows:

- General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: per state statute (\$100,000/\$500,000/\$100,000)
- **City of Nashua to be named as additional insured on liability coverage**

Pursuant to NRO 5-78 (F), the Purchasing Manager shall not solicit a bid from a contractor/supplier who is in default of the payment of taxes, licenses or other monies due the city. Therefore, this bid/proposal request is void as to anyone who is in default on said payments.

All terms and conditions noted in Attachment A of the City of Nashua Purchasing Manual shall apply. Information is available on the Nashua web site. All bids are binding for sixty (60) days after bid opening.

The City of Nashua supports the concept of purchasing products that are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products that qualify, please so indicate in a cover sheet by item number and description.

The City intends to award a one year contract for FY11, (July 2010- June 2011), with an option to renew for an additional year (FY12) at no increase in rates, and based on an acceptable level of service. Bidders who require any additional information upon which to base their bid should contact Tom Dwane at 603-589-3364 or via email, at dwane@nashuanh.gov.

Respectfully,
Mary Sanchez, CPPB
Mary E. Sanchez CPPB
Purchasing Agent II
City of Nashua

BID SPECIFICATIONS
IFB0945-052510

TITLE: **PORTABLE TOILETS - VARIOUS CITY PARKS AND PLAYGROUND AREAS**
Parks and Recreation Department, City of Nashua, NH
ELM STREET PARKING GARAGE
Transportation Department, City of Nashua, NH

REQUIREMENTS:

A total of twenty three to twenty six (23-26) portable toilets are required at various City Park and Playground areas as specified below. In addition, one (1) portable toilet is required at the Elm Street parking garage. There will be 24 units out to various locations with three spares. The exact location of the portable toilets at each park/play area shall be as mutually agreed by the Superintendent of Recreation Department or his/her designee and the contractor.

The portable toilets shall be provided beginning in mid-April and continuing through November thirtieth, or later, depending on need. Three locations will have portable toilets on location year round—Roby Park, Holman Stadium and the Elm Street Parking garage.

The portable toilets **shall be on level ground** at each location. Some areas may need to be securely anchored. The City of Nashua assumes no responsibility for any damage or destruction which may occur to the contractor's equipment or supplies. The City of Nashua shall be held blameless for any vandalism which may occur.

The portable toilets **MUST** be cleaned three (3) times per week, Monday, Wednesday and Friday during the length of the contract. The contractor is responsible for keeping the portable toilets furnished with all necessary supplies, e.g. toilet paper and deodorizers.

Portable toilets shall be provided at the following locations:

PARK/PLAY AREA	STREET	QTY
-----	-----	-----
On site for 7 months:		
Lyons Field	Marshall Street	1
Artillery Lane Field	Artillery Lane	1
(Large Baseball Field closer to Sargent Avenue)		
Artillery Lane at Bambino Field	Artillery Lane	1
Greeley Park	Concord Street	2
Jewell Lane Field (Mark Rowland Park)	Jewell Lane	1
Mine Falls Park	Whipple St.	3
Erion Field	Robinson Road	1
Elks Playground	Rancourt Street	1
Livingston Acres	Main Dunstable Road	1
Gardner Field	Bowers St.(Dr.Crisp School)	1
Roussel Field (one at big, one at small)	Haines St.	2
Fields Grove	Field Street	1
Pennichuck Jr. High	Manchester Street	1
Atherton Avenue	Atherton Avenue	1
Ledge Street - Big field	Ledge Street School	1
Yudicky Farm, End of Road into Field	Main Dunstable Road	1

Kirkpatrick Park	Shady Lane	1
Charlotte Ave School	Charlotte Ave.	1
Navaho Park	Beaver St.	1
ADA Compliant:		
Lincoln Park	Greenlay St	1
On site for 12 months:		
Roby Park	Spit Brook Road	1
Holman Stadium	Amherst St.	<u>1</u>
Sub-total (Park & Recreation Dept):		26
On site for 12 months:		
Elm Street Parking Garage	Elm St	<u>1</u>
Sub-total (Transportation Dept):		1
Grand total		<u>27</u>

NOTE: It may be necessary to relocate some units because of field use, and this shall be done on a no charge basis.

BID SUMMARY SHEET
IFB0945-052510

PORTA POTTIES RENTAL

Parks and Recreation Department, City of Nashua, NH
Transportation Department, City of Nashua, NH

Parks and Recreation Department Porta-Potties Rental
ANNUAL CONTRACT BID PRICE FY11 (July 2010-June 2011) \$ _____

Transportation Department Porta-Potty Rental
ANNUAL CONTRACT BID PRICE FY11 (July 2010-June 2011) \$ _____

Total Bid for all City of Nashua locations \$ _____

OPTIONAL CONTRACT BID PRICE FY12 AT NO INCREASE FROM FY11
\$ _____

Note: **No additional costs to be incurred by the City of Nashua**

Exceptions to specifications where non-compliant:

VENDOR NAME AND ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE

DATE

(Printed/Typed Name and Title)

BID SUMMARY SHEET
IFB0945-052510

PORTA POTTIES RENTAL

Parks and Recreation Department, City of Nashua, NH
Transportation Department, City of Nashua, NH

Parks and Recreation Department Porta-Potties Rental
ANNUAL CONTRACT BID PRICE FY11 (July 2010-June 2011)

\$ 10,939.00

Transportation Department Porta-Potty Rental
ANNUAL CONTRACT BID PRICE FY11 (July 2010-June 2011)

\$ 659.64

Total Bid for all City of Nashua locations

\$ 11,598.67

OPTIONAL CONTRACT BID PRICE FY12 AT NO INCREASE FROM FY11

\$ 11,598.67

Note: No additional costs to be incurred by the City of Nashua

Exceptions to specifications where non-compliant:

VENDOR NAME AND ADDRESS: United Site Services Northeast, Inc.

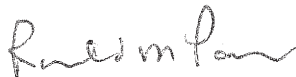
31 East Belcher Road

Foxboro, MA

PHONE: 508-406-5028 FAX: 508-406-5014

Contact: Carol Haddad

EMAIL ADDRESS: carol.haddad@unitedsiteservices.com



AUTHORIZED SIGNATURE

5/21/2010

DATE

Ronald Parlengas, Treasurer

(Printed/Typed Name and Title)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/10

PRODUCER
Integro USA Inc.
dba Integro Insurance Brokers
1 State Street Plaza
9th Floor
New York, NY 10004

1-212-295-8000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
United Site Services Northeast, Inc

PO Box 9131

Foxboro, MA 02035

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Mut Fire Ins Co

23035

INSURER B: Liberty Ins Corp

42404

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LTR	INSRD					
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1mm/\$2mm per project GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TB2-641-435338-029	11/03/09	11/03/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AS2-641-435338-039	11/03/09	11/03/10	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WA7-64D-435338-019	11/03/09	11/03/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: City of Nashua IFB0945-052510

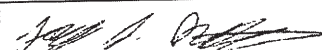
CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 9, 2010
Memo #10-127

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: FY10 STREET PAVING PROGRAM CHANGE ORDER #1 (VALUE: \$230,926)
ACCOUNT: **653-23** CAPITAL IMPROVEMENT – FY10 STREET PAVING PROGRAM \$184,608
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$77,276

ACCOUNT: **792-59231-3744** CAPITAL IMPROVEMENT – SEWER STRUCTURES \$24,114
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$8,811

ACCOUNT: **792-59231-3795** CAPITAL IMPROVEMENT – SEWER REHAB \$22,204
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$146,284

The original contract with Sunshine Paving was approved by this committee in July 2010 for the FY10 street paving program to pave approximately 3.8 miles of city roads. Finance memo #10-006 dated July 7, 2010 was the communication for that request. The original contract amount was \$668,647.50.

Change Order No. 1 in the amount of **\$230,926.00** is for the following:

Additional Paving **\$230,926.00**

The FY10 Paving Contract currently is underway and this change order involves paving 1.3 miles of additional segments. The dollar value is based on the same unit prices bid in the base contract. The work will address all the contingency streets identified in the February 2009 BPW memo with the exception of Terrace St, where sewer issues have been identified. Attached is the list of streets proposed in this change order.

In addition to the contingency streets discussed above, Change Order 1 contains Pearson St, Martin St and Vernon St. Pearson St and Martin St were base paved by the Paving Program following water line work in 2007. The final overlay was held for planned sewer work at the intersection of Martin St and Tolles St. With that sewer work scheduled for completion in July, the Paving Program can follow-on with final overlay this summer. Vernon St is slated for sewer repairs by the Street Department. The paving work is added to the Paving Program using Wastewater funds.

This change order uses the traditional repair methods, including grinding, shim and overlay, as well as fine grading for Vernon St. It also includes replacing obsolete or broken stormwater and sewer castings as well as repairs to deteriorated catch basin and manholes. This work is expected to be completed this paving season.

The City Engineering Office, Board of Public Works (June 14, 2010 meeting), and this Office respectfully request your agreement to authorize Change Order #1 to the contract with **Sunshine Paving, Hudson, NH**, for a **net change** in the amount of **\$230,926.00**. Approval will result in a new contract value of \$839,511.

The source of funding is through accounts **653-23 CIP – FY10 Street Paving Program**, **792-59231-3744 CIP – Sewer Structures**, and **792-59231-3795 CIP – Sewer Rehab**. See heading above.

Respectfully, 

Robert Gabriel
Purchasing Manager

Cc: M. Gilbar J. Mendola C. O'Connor S. Dookran

FY10 Paving Program Change Order 1

Segment	From	To	Length	Total Length (ft)	Total Length (miles)	BV	PCI
Streets with PCI Less than 30 (As listed in February 2010 BPW Memo)							
Terrace St-(sewer issues)	Locust St	End	497	497	0.1	21	17
Corona Ave	Greenlay St	Carroll St	587	587	0.1	34	21
Aetna Ct	Lock St	End	201	788	0.1	15	24
West Hollis Connector	W. Hollis St (mainline)	W. Hollis St toward # 450	105	893	0.2	15	24
Wethersfield Rd	Shelton St	Canon Dr	1239	2,132	0.4	30	24
Edmaterric Dr	Main Dunstable Rd	End	739	2,871	0.5	14	26
Adelaide Ave	Concord St	End	482	3,353	0.6	26	27
Old Coach Rd	Main Dunstable Rd	End	1516	4,869	0.9	13	27
Woodward Ave	Kinsley St	Early St/Gilman St	350	5,219	1.0	25	29
Carver St	Hughey St	End	487	5,706	1.1	25	29
FY11 Streets with PCI Less than 30 (As listed in April 2007 BPW Memo)							
Pearson St	Whitney St	Martin St	200	5,906	1.1	17*	37*
Martin St	Tolles St	End	300	6,206	1.2	17*	37*
In-House Sewer Repair Street Paving Contract Work Funded with Sewer Capital							
Vernon St	Amherst St	Highland St	500	6,706	1.3	48*	36*

*Indicates values at time of selection in respective year (not used for selection in this change order).



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 9, 2010
Memo #10-129

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: SIDEWALK PROGRAM PHASE 1 CHANGE ORDER #2 (VALUE: \$42,585)
ACCOUNT: **653-20** CAPITAL IMPROVEMENT – FY08 SIDEWALK PROGRAM
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$1,428

Pennichuck Water Works (PWW) has begun a waterline replacement on Granite Street between Summer Street and Lock Street. As this street was scheduled to be paved under the Paving Program, the City coordinated with PWW to contribute \$16,400 towards the reclamation and resurfacing of the roadway. As the project progressed, it became apparent that similar efforts to coordinate the repair of the sidewalks should also be pursued. Repairing the sidewalks now means not having to impact new pavement and not inconveniencing this neighborhood again in the near future.

The original contract with Mill City Contracting was approved by this committee on May 20, 2009 titled Sidewalk Program Phase 1. Finance memo #09-107 dated May 13, 2009 was the communication for that request. Change order #1 for \$34,000 was approved in September 2009 under communication #10-024. The original contract amount was \$263,939.50.

Change Order **No. 2** in the amount of **\$42,585.00** is for the following:

Sidewalk & Curbing

\$42,585.00

Work consists of replacing the deteriorated asphalt sidewalks, resetting some curbing and installation of wheelchair ramps. Time is of the essence as this work needs to be completed prior to placement of the roadway top course (especially the curb work). Efforts will be coordinated with PWW and RD Edmonds as they continue to repair the road and driveways.

Bids were requested from RD Edmonds, who is performing the work for PWW and Mill City Contracting, who is currently performing two sidewalk contracts for the city. A detailed bid comparison is attached for your review, with summarized results below.

Mill City Contracting	Lowell MA	\$42,585.00
RD Edmonds	Franklin NH	\$45,275.00

The City Engineer's Office, Board of Public Works (June 14, 2010 meeting) and this Office respectfully request your agreement to authorize change order #2 to the contract with **Mill City Contracting, Lowell, MA** for a **net change** in the amount of **\$42,585**. Approval will result in a new contract value of \$340,524.50

Funding is available through account **653-20 Capital Improvement – FY08 Sidewalk Program**.

Respectfully,

Robert Gabriel
Purchasing Manager

Cc: M. Gilbar J. Walker C. O'Connor S. Dookran

City of Nashua, New Hampshire										
Division of Public Works										
SIDEWALK PROGRAM										
Granite Street										
								RD Edmunds		Mill City Contracting
Item No.	Item Description with Unit Bid Price in Words	Estimated Quantity	Units	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	
203.12	Removal and Backfill of Unsuitable Material	10	CY	\$ 20.00	\$ 200.00	\$ 65.00	\$ 650.00			
203.31	Removal of Existing Sidewalk	900	SY	\$ 2.00	\$ 1,800.00	\$ 11.00	\$ 9,900.00			
209.1	Granular Backfill	10	CY	\$ 25.00	\$ 250.00	\$ 34.50	\$ 345.00			
304.2	Gravel	10	CY	\$ 15.00	\$ 150.00	\$ 34.50	\$ 345.00			
304.3	Crushed Gravel	40	CY	\$ 20.00	\$ 800.00	\$ 45.00	\$ 1,800.00			
403.11	Bituminous Driveway	50	SY	\$ 20.00	\$ 1,000.00	\$ 18.00	\$ 900.00			
403.12	Bituminous Walkway	30	SY	\$ 20.00	\$ 600.00	\$ 19.00	\$ 570.00			
403.13	Hot Bituminous Pavement, Hand Method	25	TON	\$ 125.00	\$ 3,125.00	\$ 150.00	\$ 3,750.00			
608.12	2" Bit. Sidewalks	650	SY	25	\$ 16,250.00	\$ 15.00	\$ 9,750.00			
608.24	4" Concrete Sidewalk	5	SY	60	\$ 300.00	\$ 125.00	\$ 625.00			
608.241	Detectable Warnings	4	EA	1400	\$ 5,600.00	\$ 150.00	\$ 600.00			
609.01	Straight Granite Curb	20	LF	30	\$ 600.00	\$ 14.00	\$ 280.00			
609.51	Remove & Reset Existing Granite Curb	420	LF	15	\$ 6,300.00	\$ 15.00	\$ 6,300.00			
618.7	Flaggers	240	HR	10	\$ 2,400.00	\$ 18.00	\$ 4,320.00			
619.1	Maintenance of Traffic	1	LS	2000	\$ 2,000.00	\$ 500.00	\$ 500.00			
628.2	Sawed Bituminous Pavement	350	LF	4	\$ 1,400.00	\$ 1.00	\$ 350.00			
641	4" Loam and Seed	40	SY	10	\$ 400.00	\$ 15.00	\$ 600.00			
650.13	Restore Landscaped Areas	10	SY	10	\$ 100.00	\$ 25.00	\$ 250.00			
692.4	Mobilization (not to exceed 5% of bid)	1	LS	2000	\$ 2,000.00	\$ 750.00	\$ 750.00			
	Total				\$ 45,275.00		\$ 42,585.00			



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

June 9, 2010
Memo #10-130

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR 9 RIVERSIDE MECHANICAL ENGINEERING SERVICES
(VALUE: \$21,960)
ACCOUNT: **651-38** CAPITAL IMPROVEMENTS – BUILDING UPGRADES
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$3,040

The heating, ventilation and cooling (HVAC) system of the 9 Riverside St (DPW Engineering) building is an inefficient system that is in deteriorated condition. Consequently, the DPW office space has problems with fresh air and overall air quality. Use of the second floor is limited because of poor air quality that may have resulted from departmentalizing the building and the disconnection of the HVAC system to that floor. A February 2010 report by The Jordan Institute confirmed that these problems exist and recommended retro-commissioning the HVAC system in its entirety. This entails using a systematic process to make improvements and optimize the operations and maintenance of the HVAC system while staying focused on energy use.

Colby Company of Portland, Maine is currently under contract with the City and is performing work that includes mechanical engineering on the HVAC system at City Hall. Colby was selected for that contract as the best of the six firms that responded to an RFP and also was the firm with the lowest proposed fee. City Hall staff involved in that project is satisfied with Colby's performance and has recommended Colby for the DPW building.

A brief summary of the bid activity used for the City Hall award follows: Bids were solicited from fifteen (15) firms, with specifications posted on the City's web-site under reference document RFP0339-040110. Additional supporting drawings were available for pick-up. Nine (9) firms were present at the March 25th mandatory pre-bid conference. Responses were received from six (6) firms and opened on April 1, 2010.

The engineering design and project oversight by Colby on the DPW HVAC will include mapping and analyzing the existing system, creating options, along with final design and construction administration. Attached for your review is a scope of work, fee schedule, and time-line. Additionally, the city's standard professional services contract that is being used for the city hall work will be utilized with this project.

The Engineering Manager, Engineering Department, and this Office recommend awarding the contract, in an amount not-to-exceed **\$21,960 to Colby Company, Portland, ME**. The source of funding is through account **651-38 Capital Improvements – Building Upgrades**.

Respectfully,

Robert Gabriel
Purchasing Manager

Cc: M. Gilbar S. Dookran C. O'Connor

Colby Company, LLC
47A York Street
Portland, ME 04104
(207) 553-7753 Office

Structural Engineering
Mechanical Engineering
Electrical Engineering
Civil Engineering

Revision - June 3, 2010

Stephen Dookran, P.E.
City Engineer
City of Nashua
Department of Public Works
9 Riverside Street
Nashua, NH 03062

Subject: City of Nashua Department of Public Works HVAC

Dear Stephen:

Thank you for the opportunity to provide a proposal for the consulting engineering design and project oversight for the proposed renovations to the City of Nashua's Department of Public Works Building (DPW), located in Nashua, NH. We really appreciate the time you spent with us to show us the building and some of the design challenges the existing system presents. We spent some time this past week creating some options for the renovation of the system. Our goal is to improve the quality of the air in the existing spaces, minimize the cost of the renovations, and to maximize the use of the second floor of the building. We are really looking forward to working with you. Based on your request, we've outlined a scope of services below and we will be forwarding our resumes and project references to you under separate cover.

Project Scope

We would like to propose a phased project scope and schedule for the project. Renovation projects of this type are best performed using a team approach in which you, the building user, are involved during all phases of the project. The project scope phases are summarized below:

1. Field Investigation/As-built Drawings: Colby Co. will field verify any existing drawings and create a set of 'as-built' drawings of the existing mechanical equipment, ducting and controls systems.
2. Project Design Narrative: Colby Co. will prepare a narrative which outlines the Codes, and design goals of the project. We use this document internally to make sure that the goals of the project are clear to the entire design team and we will also make the document available to you for your use throughout the project.
3. System Analysis and Options: Based on project goals for heating and cooling and fresh air supply, our engineers will analyze the system and create several options for the renovation of the mechanical system. We are very conscious of the availability of funds for the project and the other design challenges (such as maximizing the use of the second floor and the disturbance of the building users). We recommend a meeting to brief you on our progress at this stage of the project and to discuss the advantages and the disadvantages of the various options.
4. Design Phase: Following your selection of one of the proposed options, we will perform a detailed design of the renovation of the mechanical system and its related controls. These drawings will be stamped by a professional engineer, registered in the State of New Hampshire. A list of the drawings that we anticipate is listed below.

5. Construction Administration Services: Colby Co. is available to support you during the bidding and construction of the HVAC system renovation. We have prepared a budget price and scope for the review of shop drawings and attendance at construction meetings, and the drafting of the as built drawings.

Projects of this type can be difficult to accurately estimate. As a result, we have proposed the following scope of services on a 'time charge, not to exceed', contract basis. We will only charge for the work performed and the fees provided below may be considered 'not to exceed' amounts.

Deliverables

Colby Co. will provide the following deliverables based on the scope of work provided above:

1. Project Design Narrative: Colby Co. will create a Project Design Narrative for the renovation project which lists the applicable codes, project budget amounts and the specific design challenges that the project faces.
2. Constructability Reviews: Colby Co. performs constructability reviews for all of our projects. For this project, we propose a systems options review and 35% design phase meeting, as well as a final design review meeting. This will ensure that the design being proposed can be constructed for the lowest possible costs and that the construction trades will not interfere with each other during the course of the work. We propose to perform two full constructability reviews.
3. Quality Control Review: Colby Co. will provide a complete Quality Control review of the project drawings and specifications prior to each submission. We will send a copy of our QC documents at the same time that our review starts for your review and comment.
4. Meetings: We have included time for the following meetings in New Hampshire.
 - a. Project Kickoff Meeting/Field Investigation
 - b. Project Review Meeting – System Analysis/Options – 35% Design Review
 - c. Final Design Review Meeting
5. Construction Administration and Commissioning Services:
 - a. Pre-Construction Meeting - We will attend the meeting and provide meeting minutes.
 - b. Shop Drawing and Vendor Data Submittal Reviews – We will provide written responses to all shop drawing submittals.
 - c. Final Inspections – We will provide site visit and inspection reports.

Schedule

Colby Co. will support the City of Nashua's schedule for the project. We anticipate that after the project award, we will create a design and construction schedule with you. We anticipate that 3 weeks will be required to perform the field work and create the design options, and an additional 3 to 5 weeks will be required to complete the design drawings and perform the Quality Control reviews.

Fee Proposal

Colby Co. will provide the scope and deliverables listed above based on the following fee schedule. The hours listed below are for our mechanical and electrical engineering disciplines.

Design

Task	PM/QC	SR Eng	JR Eng	CADD
Drawing Research with Nashua		2	2	2
Field Research:				
Verify Size and Location of Existing Units		2	6	6
Verify Size, Location and Routing of Ducts		2	6	6
Meetings (2 at City of Nashua DPW)	4	8		2
Create As-Built Plans	2	4	6	24
Design - ME	6	20	42	72
Design - EE	2	8	12	24
HOURLY TOTALS	14	46	74	136
RATES	\$95	\$85	\$75	\$50
DISCIPLINE TOTALS	\$1,330	\$3,910	\$5,550	\$6,800
Travel/Lodging/Meals: \$540				
Printing: \$50				
Design Total: \$18,180				

Construction Administration

Task	PM/QC	SR Eng	JR Eng	CADD
Construction Administration - Bidding Support	2			
Construction Administration - RFIs		6	8	2
Construction Administration - Submittals	2			
Construction Administration - As Builts		4		10
Construction Administration - Meetings (2)		10		2
HOURLY TOTALS	4	20	8	14
RATES	\$95	\$85	\$75	\$50
DISCIPLINE TOTALS	\$380	\$1,700	\$600	\$700
Travel/Lodging/Meals: \$360				
Printing: \$40				
Construction Administration Total: \$3,780				

We propose to supply this work on a time and materials, not to exceed, contract basis. We will only charge for the hours that are required to complete the scope of services and we will not exceed the proposal amounts provided above.

Thank you for contacting Colby Company for your engineering needs. Please do not hesitate to call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Calen B. Colby', written in a cursive style.

Calen B. Colby, PE
Colby Co. Engineering
47A York Street
Portland, Maine 04101
207.553.7753 (Main)
207.553.7757 (Direct)
207.400.6362 (Cell)

Cc Sarah Emily Teaforde – Colby Co.

DRAWING LISTS

Based on the pre-bid meeting and the information provided, Colby Co. believes that the following drawings are needed for the mechanical renovation.

Mechanical Drawings

Drawing Name	Quantity
T-1 Title Sheet	1
M-1 Existing Conditions and Removals Plans First Floor	1
M-2 Existing Conditions and Removals Plans Second Floor	1
M-3 HVAC Plan, 1 st Floor	1
M-4 HVAC Plan, 2 nd Floor	1
M-5 Sections and Details	1
M-6 Sections and Details	1
M-7 Tables, Schedules, Notes	1

Electrical Drawings

Drawing Name	Quantity
E-1 Electrical Part. Plan	1
E-2 Electrical Part. Plan	1
E-3 Details and Notes	1